



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

**Request for Proposals
For
Replacement Water Distribution Mains, St George's**

Request for Proposals No.: **50/820/75/04/G**

Issued: **Wednesday, September 19, 2018**

Submission Deadline: **Tuesday, October 09, 2018 03:00:00 PM AST**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS.....	4
1.1 Invitation to Proponents.....	4
1.2 RFP Contact.....	5
1.3 Type of Contract for Deliverables	5
1.4 RFP Timetable	5
1.5 Submission of Proposals	6
PART 2 – EVALUATION AND AWARD	8
2.1 Stages of Evaluation.....	8
2.2 Stage I – Mandatory Submission Requirements	8
2.3 Stage II – Evaluation	8
2.4 Stage III – Pricing	8
2.5 Selection of Top-Ranked Proponent.....	8
2.6 Notice to Proponent and Execution of Agreement	9
2.7 Failure to Enter into Agreement.....	9
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 Reserved Rights and Limitation of Liability	14
3.7 Governing Law and Interpretation.....	15
APPENDIX A – FORM OF AGREEMENT	17
APPENDIX B – SUBMISSION FORM	18
APPENDIX C – PRICING	21
APPENDIX D – RFP PARTICULARS.....	22
A. THE DELIVERABLES	22
B. MATERIAL DISCLOSURES.....	23
C. MANDATORY SUBMISSION REQUIREMENTS	23
D. MANDATORY TECHNICAL REQUIREMENTS.....	24
E. PRE-CONDITIONS OF AWARD	24
F. RATED CRITERIA	24
APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION.....	26

ANNEX A - SAMPLE FORM OF AGREEMENT

ANNEX B - PRICING FORM

ANNEX C - SPECIFICATIONS

ANNEX D – AGREEMENT ACKNOWLEDGEMENT

ANNEX E - SUBCONTRACTOR INFORMATION

ANNEX F – LOCAL BENEFIT

ANNEX G –PERSONNEL QUALIFICATIONS AND PROJECT EXPERIENCE

DRAWINGS

SGI1 – COVER SHEET

SGI2 – NEW PIPELINE –SHEET 1

SGI3 – NEW PIPELINE –SHEET 2

SGI4 – PIPELINE DETAILS

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 **New Water Distribution Mains, St George's**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Works involve the supply and installation of new HDPE water mains in St George’s, from Victoria Road to Secretary Lane. This will be undertaken in three sections of trench works for the installation of a section of three pipes; a section of two pipes; and a section of single pipe.

The Works consist of:

1. The excavation of an open trench along Victoria Road, Sapper Lane and Government Hill Road to install one 6” and two 4” diameter HDPE pipes over a nominal length of 1,240ft, including backfill and reinstatement of the trench and road surface. The 6” diameter distribution main will be connected to existing 4” diameter PVC water distribution mains at three locations; the junction of Government Hill Road and Church Folly Lane; the entrance to Slippery Hill; and at the junction of Sapper Lane and old Military Road. On route a lateral 4” diameter HDPE pipe 50ft in length connects to an existing 4” diameter PVC pipe to feed Slippery Hill.
2. The excavation of an open trench will continue along Church Folly Lane to Park Gates to install two 4- inch HDPE pipes over a nominal length of 660ft, including backfill and reinstatement of the trench and road surface. At the Water Truck outlet at the Park Gates one of the two new pipes will be connected to the 4” diameter PVC Truckers outlet feed pipe.
3. The excavation of an open trench will continue past the Park Gates Truckers Outlet terminating at the outlet to the existing water treatment plant on Secretary Lane to install one 4- inch HDPE pipes over a nominal length of 870ft, including backfill and reinstatement of the trench and road surface. At the water treatment plant the new HDPE pipe will be connected to the 4” diameter water treatment outlet pipe.

Along the total route

- 1No. 6” diameter isolation valve to be installed at the junction of Government Hill Road and Church Folly Lane
- 4No. 4” diameter isolation valve as shown on the drawings.
- 3No. 2” diameter air relief valve off 4” diameter HDPE to be installed as shown on the drawings.
- 5No. Customer connections

The contractor will be responsible for the transport of all materials to storage on site or off site.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be: Mr. J. Tarik Christopher at email tjchristopher@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.

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. J. Tarik Christopher at email tjchristopher@gov.bm prior to the Submission Deadline noted in the RFP timetable below.

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 required to enter into an agreement with the Government for the provision of the Deliverables in the form attached as Appendix A to the RFP (the “Agreement”). It is the Government’s intention to enter into the Agreement with only one (1) legal entity.

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

Issue Date of RFP	Wednesday, September 19 , 2018
Pre-Bid / Site Meeting	Tuesday, September 25, 2018 10:00 AM
Deadline for Questions	Wednesday, October 03, 2018 4:00 PM
Deadline for Issuing Addenda	Friday, October 05, 2018 4:00 PM
Submission Deadline	Tuesday, October 09, 2018 03:00:00 PM
Irrevocability Period	120 days
Anticipated Execution of Agreement	Friday, November 30, 2018

All times listed are in Atlantic Standard Time (AST). The RFP timetable is tentative only, and may be changed by the Government at any time. For greater clarity, business days means all days that the Government is open for business.

Pre- Submission Meeting and Site Visit

The proponent's designated representative is invited to attend a pre-bid meeting and site visit. The purpose of the meeting will be to clarify issues in the RFP and to answer questions on any matter that may be raised at that stage, and to help proponents understand the requirements of the RFP. ..

The proponent is requested, as far as possible, to submit any questions in writing, to reach the RFP Contact not later than one week before the meeting.

Non-attendance at the pre-submission meeting will not be a cause for disqualification of a proponent but it will adversely affect the evaluation of the bid.

The Pre-submission meeting will take place

Date: Tuesday, September 25, 2018

Time: 10:00 am

Place: Victoria Road, St Georges

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Tender Box at the Ministry of Public Works,
Located on the 3rd Floor, General Post Office Building,
56, Church Street, Hamilton, HM12, Bermuda.
E-mail and facsimile submissions are not accepted.

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. The Government does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents shall submit at minimum Two (2) original signed hard copies of their proposal. Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and will not be opened until Tuesday, October 09, 2018, 3:00PM. 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

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. The Government is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of 120 days running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Government will conduct the evaluation of proposals 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. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Government, be rejected. The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

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. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of the Government, be disqualified and not evaluated further.

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 price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Selection of Top-Ranked Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of the Government, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent selected by way of lowest price.

2.6 Notice to Proponent and Execution of Agreement

Notice of selection by the Government to the selected proponent shall be given in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Government and may be waived by the Government.

2.7 Failure to Enter into Agreement

In addition to all of the Government's other remedies, if a selected proponent fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, the Government may, without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another 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 and 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 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 shall promptly examine all of the documents comprising this RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFP Contact on or before the Deadline for Questions. All questions or comments submitted by proponents by email to the RFP Contact shall be deemed to be received once the email has entered into the RFP Contact's email inbox. 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 shall not be 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 shall not be 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-notice>. 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 should 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 and Clarify

When evaluating proposals, the Government may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the RFP Particulars

(Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the proponent's proposal.

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 Procurement Protest procedures. The notice must provide 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 contemplated 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 a notice of selection 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

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Government; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

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 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. 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.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the Government

The Government reserves the right to

- (a) make public the names of any or all proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;

- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;
- (e) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to the Government;
- (j) cancel this RFP process at any stage;
- (k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (l) accept any proposal in whole or in part; or
- (m) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a proposal, each proponent agrees that

- (a) neither the Government nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Government's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

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 shall not be construed as intending to limit the pre-existing rights of the Government; 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 Sample Form of Agreement provided is for Information Only

The attached is a Sample Form of Agreement, with the scope of work to be finalized and attached prior to signing.

See Annex A - Sample Form of Agreement

APPENDIX B – SUBMISSION FORM

1. Proponent Information

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.	
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 Payroll Tax Number issued by the Government of Bermuda:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.

3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. 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.

5. No Prohibited Conduct

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

6. 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:

7. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of 120 days following the Submission Deadline.

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.

9. Execution of Agreement

The proponent agrees that in the event its proposal is selected by the Government, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

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.

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.
- (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

See Annex H – Evaluation Matrix

In addition to any 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

The Works involve the supply and installation of new HDPE water mains in St George's, from Victoria Road to Secretary Lane. The works in accordance with the Specifications and drawings will be undertaken in three sections of trench works for the installation of a section of three pipes; a section of two pipes; and a section of single pipe.

The Works consist of:

1. The excavation of an open trench along Victoria Road, Sapper Lane and Government Hill Road to install one 6" and two 4" diameter HDPE pipes over a nominal length of 1,240ft, including backfill and reinstatement of the trench and road surface. The 6" diameter distribution main will be connected to existing 4" diameter PVC water distribution mains at three locations; the junction of Government Hill Road and Church Folly Lane; the entrance to Slippery Hill; and at the junction of Sapper Lane and old Military Road. On route a lateral 4" diameter HDPE pipe 50ft in length connects to an existing 4" diameter PVC pipe to feed Slippery Hill.
2. The excavation of an open trench will continue along Church Folly Lane to Park Gates to install two 4- inch HDPE pipes over a nominal length of 660ft, including backfill and reinstatement of the trench and road surface. At the Water Truck outlet at the Park Gates one of the two new pipes will be connected to the 4" diameter PVC Truckers outlet feed pipe.
3. The excavation of an open trench will continue past the Park Gates Truckers Outlet terminating at the outlet to the existing water treatment plant on Secretary Lane to install one 4- inch HDPE pipes over a nominal length of 870ft, including backfill and reinstatement of the trench and road surface. At the water treatment plant the new HDPE pipe will be connected to the 4" diameter water treatment outlet pipe.

Along the total route

1No. 6" diameter isolation valve to be installed at the junction of Government Hill Road and Church Folly Lane

4No. 4" diameter isolation valve as shown on the drawings.

3No. 2" diameter air relief valve off 4" diameter HDPE to be installed as shown on the drawings.

5No. Customer connections

The contractor will be responsible for the transport of all materials to storage on site or off site.

B. MATERIAL DISCLOSURES

Supply and install new HDPE water mains in St George's, from Victoria Road to Secretary Lane.

Refer to Specifications contained in Annex C for information about the contemplated contract that could influence a proponent's decision to bid and/or information about the contemplated contract that could influence a proponent's quoted price

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. Other Mandatory Submission Requirements

Certification of Confirmation of Non Collusion (Appendix E)

Each proposal must include a completed and duly signed copy of the Subcontractor information form.

Subcontractor's Information (Annex E)

Each proposal must include a completed and duly signed copy of the Subcontractor information form.

See Annex E- Subcontractor Information

Local Benefit (Annex F)

Each proposal must include a completed and duly signed copy of the Local Benefit form.

See Annex F Local Benefit Form

Personnel Qualifications and Project Experience(Annex G)

Each proposal must include a completed copy of the Personnel Qualifications with resumes

Certificate of Incorporation

All corporate proponents must include, with their proposal, a copy of the company's Certificate of Incorporation as evidence of the fact that the company is an existing registered company at the date of submission. Failure to provide the certificate of incorporation will render the response void.

References

Proponents shall provide a reference from a bank or other financial institution confirming the proponent's capacity to provide the necessary financial resources to complete the works in accordance with the contract and schedule. In addition the proponent shall supply the names and contacts for work of a similar nature undertaken by the proponent.

D. MANDATORY TECHNICAL REQUIREMENTS

Specifications

See Annex C - Specifications

Eligibility Requirements

The Proponent must have a minimum of 5 years' experience in the provision of contracting services to provide pipeline installation works

In addition to the experience of the firm or firms as noted above, the experience of the key individuals responsible for the project must meet the following criteria:

Contractor's Project Manager: 5 years of experience in trenching pipeline installation and road works

The Proponent shall submit with his completed proposal all appropriate documentation in order to demonstrate the necessary experience and expertise. This shall include descriptions of relevant and similar past projects, details of their Project Team with resumes of key personnel to be assigned to the project and the names and full details of experience of any sub-contractors.

In addition the Proponent shall provide a reference from a bank or other financial institution confirming the Proponent's capacity to provide the necessary financial resources to complete the works in accordance with the contract and schedule

E. PRE-CONDITIONS OF AWARD

The Proponent shall submit details of insurance and all certificates indicating coverage and period of coverage.

F. RATED CRITERIA

In addition to Annex H 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
A	Pricing	35	N/A
B	Technical Competence	40	N/A
C	Financial	15	N/A
D	Local Benefit	10	N/A
Total Points		100	

1. Pricing

See Appendix C – Pricing

Evaluation of Pricing (inclusive of all costs) is worth 35 points of the total score.

Pricing will be scored as follows:

- (a) The lowest price shall be awarded 35 points (all prices within 5% will receive the same price points).
- (b) The next lowest price (beyond 5%) will receive 30 points 5 fewer points for each successively higher priced price proposal.
- (c) Each time the same score will be awarded if successive prices are within 5% of the last highest price.

Notwithstanding the technical / managerial and price scores, the Government reserves the right to reject any proposal where prices are deemed to be unreasonable relative to other prices proposed, typically a 25% variance from the average qualified proposal (excluding the proposal in question).

8 points are awarded according to Proponents financial stability

7 points are awarded for a Proponent that has no outstanding Government Debt

2. Technical Competence

Components to be evaluated include:

- i. Availability of competent and qualified personnel and other resources to perform the Services;
- ii. Qualifications and past performance of assigned staff for similar assignments;
- iii. The Contractor's Corporate Background and performance on similar projects;
- iv. Proposed quality management plan for the project; and
- v. Business integrity management system

3. Local Benefit

See Annex F – Local Benefit

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Proponents

The essence of Open Proposals 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 proposal invitations 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 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.

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____



Department of Works and Engineering

**Annex A - REPLACEMENT WATER DISTRIBUTION MAINS
St George's
Sample Form of Agreement**

Table of Contents

<u>Section</u>	<u>Page</u>
AGREEMENT	2
APPENDIX	3
CONDITIONS OF CONTRACT	5
1.0 FIDIC Short Form Contract - GENERAL CONDITIONS	5
2.0 FIDIC Short Form Contract - PARTICULAR CONDITIONS.....	6
A. References from Clauses in the GENERAL CONDITIONS	6
B. Additional Clauses to be added to the GENERAL CONDITIONS.....	9

AGREEMENT

The Employer is Government of Bermuda, Ministry of Public Works
PO Box HM 525, Hamilton, HM CX, Bermuda

The Contractor is _____

The Employer desires the execution of certain Works known as Replacement Water Distribution
Mains St George's

OFFER

The Contractor has examined the documents listed in the Appendix which forms part of this Agreement and offers to execute the Works in conformity with the Contract for the sum of

(in words) _____

(in figures) _____

This offer, of which the Contractor has submitted two signed originals, may be accepted by the Employer by signing and returning one original of this document to the Contractor before

(insert date) _____

The Contractor understands that the Employer is not bound to accept the lowest or any offer received for the Works.

Signature: _____ Authorised to sign on behalf of the Contractor

Name: _____ Date: _____

Capacity: _____

ACCEPTANCE

The Employer has by signing below, accepted the Contractor's offer and agrees that in consideration for the execution of the Works by the Contractor, the Employer shall pay the Contractor in accordance with the Contract. This Agreement comes into effect on the date when the Contractor receives one original of this document signed by the Employer.

Signature: _____ Authorised to sign on behalf of the Ministry of Public Works

Name: _____ Date: _____

Capacity: _____

APPENDIX

This Appendix forms part of the Agreement.

Sub-Clause	Item	Data
1	General Provisions	
1.1.1	Documents forming the Contract listed in order of priority(delete if not applicable) (a) Letter of Acceptance (b) Annex A – Form of Agreement (c) Annex B - Pricing Schedule Labour & Mark-up Rates (d) Annex D – Agreement Acknowledgement (e) Appendix E - Certificate of Confirmation of Non-Collusion (h)Addenda (i) Specifications (j) Drawings	Document Identification
1.1.9.....	Time for Completion	weeks
1.4	Law of the Contract	Laws of Bermuda
1.5	Language	English
2	The Employer	
2.1	Provision of Site	On the Commencement Date.
3	Employer’s Representatives	
3.1	Authorised Person	Chief Engineer
3.2	Name and address of Employer’s representative (if known)	Not applicable
4	The Contractor	
4.4	Performance Security (if any):	
4.4	Amount	
4.4	Form	

Sub-Clause	Item	Data
7	Time for Completion	
7.2	Time for submission	Within 14 days of the Commencement Date
7.2	Form of programme	Microsoft Project – Electronic format
7.4	Amount payable due to failure to complete	\$ 150 per day up to a maximum of 10% of sum stated in the
9	Defects Liability	
9.1& 11.5	Period for notifying defects	365 days calculated from the date stated in the notice under Sub-Clause 8.2
10	Variations and Claims	
10.2	Day work rates	Annex B – Labour and Mark – Up Rates .
11	Contract Price and Payment	
11.1	Lump sum price	Annex A Pricing Schedule
11.2	Percentage of value of Materials and Plant	Materials 80% Plant 90%
11.3	Percentage of retention	10%
11.8	Rate of interest	0.5% per annum
11.7	Currency of payment	Bermuda Dollars
14	Insurance	
14.1	The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%
14.2	Contractor's Equipment	Full replacement cost
14.3	Third party injury to persons and damage to property	\$ 1,000,000.00
14.4	Workers	\$ 1,000,000.00
	Other Cover	
	Exclusions	
15	Claims Disputes and Arbitration	
15.3	Rules	Bermuda Arbitration Act 1986
15.3	Appointing authority	In accordance with the Bermuda Arbitration Act 1986
15.3	Place of Arbitration	Bermuda

CONDITIONS OF CONTRACT

1.0 Plant and Design Build Contract - GENERAL CONDITIONS

The conditions of contract are the **Conditions of Contract for the Short Form of Contract, First Edition 1999**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC). This document is attached.

The General Conditions of Contract are amended by the Particular Conditions of Contract.

2.0 Short Form Contract - PARTICULAR CONDITIONS

Preamble

These Particular Conditions supplement the General Conditions, and shall modify, delete and/or add to the General Conditions. Where any clause, paragraph, or sub-paragraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any clause, paragraph, or sub-paragraph in the General Conditions is amended, deleted or superseded by any of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph, not so amended, deleted or superseded shall remain in effect.

Clause numbers herein refer to the same clause numbers as in the General Conditions.

A. References from Clauses in the GENERAL CONDITIONS

4The Contractor

Add the following Sub-Clauses:

4.5

Protection of Utilities

The Contractor shall carry out the Works so that there is the minimum of interruption to the supply of water, data/communications, electricity and other services through existing mains and services. Work involving interference with existing works of any kind shall only be carried out with the permission of and during such times and in such a manner as are agreed in writing by the Employer.

4.6

Electricity Water & Gas

The Contractor shall be responsible for the provision of all, power water and other services that he may require for the Works and shall pay and bear all costs associated therewith.
The Contractor shall carry out the Works so that there is the minimum of interruption to the supply of water, telephone, electricity and other services through existing mains and services. Work involving interference with existing works of any kind shall only be carried out with the permission of and during such times and in such a manner as are agreed in writing by the Engineer or competent Authority

4.7

Reporting of Errors

The Contractor shall examine and compare the Contract Documents and shall report any errors, inconsistencies, or omissions he may find to the Employer immediately.

4.8

Damage to Persons & Property

The Contractor shall, immediately on occurrence of any incident involving loss or injury at or about the Site, or in connection with the execution of the Works, report such incident to the Engineer or the Engineer's Representative. The Contractor shall also report such incident to the appropriate Authority whenever such report is required by Law.

4.9

Rates, Wages, Hours and Conditions of Labour

The Contractor shall pay to all Foremen, Craftsmen, and Labourers not less than the rates of wages for the various Foremen, Craftsmen, and Labourers that prevail in Bermuda, and comply with such requirements relating to hours of work and conditions of labour as are or may be laid down from time to time by the Laws of Bermuda.

4.10
Facilities for Staff & Labour The Contractor shall provide such accommodation and amenities as he may consider necessary for all his expatriate staff and labour, employed for the purposes of or in connection with the Contract. The Contractor shall comply with all local statutes and regulations and any amendments thereto with regard to the health and safety of his employees and others, and shall provide adequate latrines for his workers on the Site to conform to the requirements of the Department of Health.

4.11
Display of Notices The Contractor shall post notices to inform the workers of their conditions of work in conspicuous places at the establishments and work places concerned.

4.12
Alcoholic Liquor & Drugs The Contractor shall not, otherwise than in accordance with the Statutes, Ordinance and Government Regulations or Orders for the time being in force, import, sell, give, barter, or otherwise dispose of any alcoholic liquor, or drugs, or permit, or suffer any such importation, sale, gift, barter, or disposal by his sub-contractors, agents, or employees.

4.13
Arms and Ammunition The Contractor shall not give, barter, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same aforesaid.

4.14
Festivals & Religious Festivals The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, public holidays, days of rest, and religious or other customs.

4.15
Epidemics In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

15 Resolution of Disputes and Arbitration Delete Sub-Clauses 15.1 in its entirety and replace with the following:

15.2
Notice of Dissatisfaction This clause is deleted in its entirety and replaced by:

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Employer, a notice of dissatisfaction shall be issued by either Party to the other Party. Where such notice is given both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no attempt at an amicable settlement has been made.

15.3

Arbitration

This clause is deleted in its entirety and replaced by:

Unless settled amicably, any dispute shall be finally settled by arbitration, unless otherwise agreed by both Parties:

- (a) the dispute shall be finally settled in accordance with the Bermuda Arbitration Act 1986
- (b) the dispute shall be settled by arbitrators appointed in accordance with the said Act, and
- (c) the arbitration shall be conducted in the English language.

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence nor did arguments previously put before the Engineer to obtain his decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the Engineer shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works, by mutual agreement. The obligations of the Parties and the Engineer shall not be altered by reason of any arbitration being conducted during the progress of the Works.

B. Additional Clauses to be added to the GENERAL CONDITIONS

16.0	
Taxation	The Contractor shall be required to pay Bermudian Taxes on all Contractor's Equipment (except as described in the Fifth Schedule, Section 2 of the Customs Tariff Act 1970) materials and other things of whatsoever nature brought into Bermuda for the purpose of Contract.
<hr/>	
17.0	
Bribery	Any commission, advantage, gift, gratuity, reward, or bribe given, promised, or offered by or on behalf of the Contractor or his agent or servant or any person on his or their behalf to any officer, servant, representative, or agent of the Employer or Engineer or to any person on their behalf or on behalf of any of them in relation to the obtaining or to the execution of this or of any other Contract with the Employer shall in addition to any criminal liability which may be thereby incurred subject the Contractor to the cancellation of this and of all other contracts which he may have entered into with the Employer and also to the payment of any loss or damage resulting from such cancellation.
<hr/>	
18.0	
Debt Recovery	The Employer shall be entitled upon a certificate in writing of the Engineer to deduct the amounts so certified from any monies or otherwise due to the Contractor under this or any other contract or to recover the said amounts as a debt due or partly the one and partly the other as the Employer shall deem advisable.
<hr/>	
19.0	
Strikes and Lock-Outs	The Contractor shall forthwith notify the Employer of the commencing of any strike or lock-out and the Employer, on account of any delay caused thereby, may grant such extension of time as he considers reasonable, without prejudice to the right of the Employer to exercise after the expiration of such reasonable extension of time the rights and powers under these Conditions in case of default by the Contractor.
<hr/>	
20.0	
Laws, Regulations and Orders	The Contractor shall make himself fully acquainted with the Laws, Regulations and Orders of Bermuda and of any competent/statutory Authority and shall conform in all respects therewith during the continuance of the Contract. He shall conform similarly with any such Laws, Regulations and Orders which may come in to force after the date of this Agreement.
<hr/>	
21.0	
Construction of Contract	The Contract shall in all respects be constructed and operated in conformity with the Laws of Bermuda and the respective rights and liabilities of the Parties shall be in accordance with the Laws for the time being in force.
<hr/>	
22.0	
Members and Staff of Employer and Engineer not Personally Liable	Neither the members nor the staff of the Employer shall be in any way personally bound or liable for the acts or obligations of the Contractor under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer. If any dispute arises as to the necessity or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.

24.0

Rights and Remedies Not Waived

In no event shall the making by the Employer of any payment to the Contractor constitute or be construed as a waiver by the Employer of any breach of Contract, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the Employer while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Employer in respect of such breach or default.

END OF CONTRACT DOCUMENTS

Annex B Proposal Price Breakdown -Sheet 1

(Note: all sheets form part of the Proposal)

ITEM	DESCRIPTION	RATE	QUANTITY	SUM
1.	Supply of Pipework and fittings (attach itemized Bill of Materials Sheet).	Item	SUM	
2.	Traffic Control	Item	SUM	
3.	Excavation of trench to install 1 No. six inch diameter & 2 No. four inch diameter HDPE pipes	Rate per pit	1240	
4.	Excavation of trench to install 2 No. four inch diameter HDPE pipes	Rate per ft	660	
5.	Excavation of trench to install 1 No. four inch diameter HDPE pipes	Rate per ft	955	
6.	Pipe connection new to existing	Rate per connection	5	
7.	Installation of pipework	Rate per ft	5985	
8.	Customer Supply Connections	Rate per connection	5	
9.	Installation of Gate Valves 6ins diameter	Rate per valve	1	
10.	Installation of Gate Valves 4ins diameter	Rate per valve	4	
11.	Installation of 2ins diameter air valve	Rate per valve	2	
12.	Backfill of 3 pipe trench and reinstatement	Rate per ft	1240	
13.	Backfill of 2 pipe trench and reinstatement	Rate per ft	660	
14.	Backfill of 1 pipe trench and reinstatement	Rate per ft	870	
15.	Hydrostatic Testing	Item	SUM	
16.	<p>Contractor specified items: Any elements of work or expenditure not covered elsewhere in the Proposal Price Analysis and are necessary in the execution of this work.</p> <p>Proponent to itemise:</p>	Item		
TOTAL PROPOSAL SUM FOR WATERMAIN WORKS		Lump Sum		
Number of sheets, appended by the Proponent to this Form (If nil, enter NIL). SIGNED ON BEHALF OF PROPONENT:				

Annex B Proposal Price Breakdown -Sheet 2

(Note: all sheets form part of the Proposal)

Labour & Equipment Rates for Works

ITEM	DESCRIPTION	QUANTITY	RATE
1.	Foreman/Site Supervisor	Hourly Rate	
2.	Pipe Fitter	Hourly Rate	
3.	Labour	Hourly Rate	
4.	Excavator/Trenching Machine (as required by contractor)	Hourly Rate	
5.	Excavation of Hard Rock (contractor to state machine Size)	Hourly Rate	
6.	Traffic Control	Daily Rate	
7.	Road Reinstatement	Per sq. ft.	
8.	Trucking	Hourly Rate	
9.	Contractor specified items: Additional Day Work Rates for Labour, Materials or Equipment necessary for the execution of this work. See FIDIC Clause 13.6		

Mark-Up Rates for WATER MAIN Works

ITEM	DESCRIPTION	RATE (%)
1.	Overhead and Mark-Up (own work)	
2.	Mark-Up (Sub-Contracted labour and materials)	

REPLACEMENT WATER DISTRIBUTION
MAINS, ST GEORGE'S

SPECIFICATION

List of Contents

SECTION 01010: SUMMARY OF WORK
SECTION 01310 PROJECT MANAGEMENT AND COORDINATION
SECTION 01500: TEMPORARY FACILITIES AND CONTROLS
SECTION 01561: ENVIRONMENTAL PROTECTION
SECTION 01700: PROJECT CLOSEOUT
SECTION 02300 - EARTHWORK
SECTION 15670 - HIGH DENSITY POLYETHYLENE (HDPE) PIPE
SECTION 15675 – RESILIENT SEATED GATE VALVE

SECTION 01010: SUMMARY OF WORK

PART 1 – GENERAL

1.1 Scope Of Work Covered By Contract Documents

- A** The Works involve the supply and installation of new 6-inch diameter HDPE water main in St George's, from Victoria Road to Secretary Lane. This will be undertaken in three sections of trench works for the installation of a section of three pipes; a section of two pipes; and a section of single pipe.
- B** The Works consist of:
- .1 The excavation of an open trench along Victoria Road, Sapper Lane and Government Hill Road to install three 6" diameter HDPE pipes over a nominal length of 1,250ft, including backfill and reinstatement of the trench and road surface. One of the three new pipes will be connected to the existing 4" diameter PVC water distribution main at the junction of Government Hill Road and Church Folly Lane.
 - .2 The excavation of an open trench will continue along Church Folly Lane to Park Gates to install two 6- inch HDPE pipes over a nominal length of 680ft, including backfill and reinstatement of the trench and road surface. At the Water Truck outlet at the Park Gates one of the two new pipes will be connected to the 4" diameter PVC Truckers outlet feed pipe.
 - .3 The excavation of an open trench will continue past the Park Gates Truckers Outlet terminating at the outlet to the existing water treatment plant on Secretary Lane to install one 6- inch HDPE pipes over a nominal length of 650ft, including backfill and reinstatement of the trench and road surface. At the water treatment plant the new HDPE pipe will be connected to the 4" diameter water treatment outlet pipe.
- C** Along the route 3No. 6" diameter isolation valves to be installed on the three new pipes at the junction of Government Hill Road and Church Folly Lane.
- D** The contractor will be responsible for the transport of all materials to storage on site or off site.
- E** The Project shall be constructed under the FIDIC Conditions of Short Form of Contract.
- #### **1.2 Security of the Site**
- A** The contractor is responsible for maintaining the security of the site area.
- B** The contractor shall ensure that there is no access to the active work site by members of the public during the contract period.

C The contractor is responsible for all traffic regulation to ensure a safe working area.

1.3 Contract Method Of Measurement

A The measure shall be the actual cost of works done excluding any disallowed costs. The actual cost shall be assessed by the Employer's Representative from the supporting information submitted by the Contractor.

B All work to complete the trenching, installation and reinstatement as detailed on the drawings and in these Technical Specifications shall be covered within the prices in the Form of Tender. All prices shall be all-inclusive and include all preliminary set up costs, labour, equipment and materials to complete each task. If a specific task is not identified separately in the Form of Tender, the Contractor shall assume that it is included as part of another related listed item or items.

1.4 Project Programme of Works

A Contractor shall programme the works coordinating all tasks and activities.

B Work sequence shall take into account the operating hours of the Government waste disposal sites.

1.5 Use Of Premises

A Not Applicable

1.6 Work Under Other Contracts

A Not Applicable

***** END OF SECTION 01010 *****

SECTION 01310 PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.1 Submittals

- A** Schedule of Work.
- B** Method Statement for the whole of the works.
- C** Health and Safety plan including a traffic management plan for the whole of the works.
- D** Insurances.

1.2 General

- A** Provide to Employer's Representative for review the submittals specified. Submit with reasonable promptness and in an orderly sequence so as to not cause delay in the Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- B** Do not proceed with Work affected by any submittal until review is complete.
- C** Review submittals prior to submission to the Employer's Representative. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with the requirements of the Work and Contract Documents. Submittals not stamped, signed, dated and identified as to the specific project will be returned without being examined and will be considered rejected.
- D** Verify that field measurements and affected adjacent Work are coordinated.
- E** Contractor's responsibility for errors and omission in submission is not relieved by Employer's Representative review of submittals
- F** Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Employer's Representative review.
- G** Keep one review copy of each submission on Site.

1.3 Programme Of Work

- A** Prepare schedule in the form of a linked bar chart. All events, activities and constraints shall be numbered and shall be given a title. Details to be given for each event, activity or constraint should include:
- its title
 - its earliest and latest start and finish dates
 - its scheduled start and finish dates
 - its duration
 - any relevant “must” start or finish dates
 - resources (equipment and labour) required.
- B** Provide a separate bar for each event, activity, operation or constraint. Show proposed progress of all activities for main work items. All construction activities must be identified. Where applicable, indicate labour, construction crews, plant and equipment to be employed.
- C** The project Programme of Works shall provide at least the level of detail listed below:
- Trenching works, installation of new 6” diameter water main and reinstatement of road surface
 - Transportation of construction debris to approved site
 - Making good the site area
- D** The key milestones in the construction process shall also be identified. Schedule milestones will include but not be limited to the following:
- Start date on site.
 - Delivery dates for equipment and materials.
 - Completion of trenching on each road segment.
 - Completion of water main installation and connection to existing water mains on each road segment to minimise the time the supply is shut down
 - Reconnection of service connections along the route
 - Completion of road reinstatement on each road segment
 - Final handover (final completion).
- E** Revise and resubmit programme every two weeks to reflect actual progress on the Works.

- F** With schedule updates, provide written explanations to Employer's Representative as to why previously reviewed programme is not being met (if applicable).
- G** Show changes in operations proposed (if required), to complete construction works within Contract Time.
- H** No progress payments will be approved until receipt of programme updates acceptable to the Employer's Representative.

1.4 Work Hours

- A** The Work shall be carried out during normal working hours (7.00 am until 6.00pm Monday to Saturday) unless the Works are unavoidable or necessary for saving life or property or for the safety of the Works, or as per any instruction from an applicable governmental authority. In such cases the Contractor shall advise the Employer's Representative of the need to perform such extraordinary Works.
- B** The Employer will not accept claims for overtime unless the Works are as a result of an unforeseen condition.
- C** The Contractor is aware that the Works are to be carried out on public roads which may cause interruption to the Works during peak traffic times.

1.5 Method Statements

A Provide Method Statement for each key activity, as requested by Employer's Representative, to show construction methods, equipment and general methodology for carrying out the Work. Relate Method Statement to activities shown on Construction Programme.

B Method Statement shall identify, among other things:

- Sequencing of works.
- Methods of excavation.
- Methods of water mains installation and connections to minimise the shutdown of customer supplies.
- Methods to ensure appropriate environmental protection.
- Risk assessment of the hazards involved in the works.
- Other key tasks as specified in the Contract Documents, and/or as requested by the Employer's Representative.

1.6 Certificates

A Contractor shall not be required to obtain a Trenching License. The Contractor shall obtain all other required approvals from the Ministry of Works and Engineering, Government of Bermuda.

A Within 5 working days after award of Contract, submit certificates of insurances.

1.7 Utilities

A The Contractor shall contact representatives of all utilities to ascertain the location of all underground services. All such services positions shall be clearly marked at the surface PRIOR to any trenching works commencing.

B The Contractor shall be fully responsible for any damage to services that were clearly marked at the surface caused by the Contractors work and shall fully indemnifies the Employer from any liability arising from any such damages.

C The Contractor shall maintain such markings at the surface at all times.

D When approaching underground services, the Contractor shall cease mechanical digging when machinery is within three (3) feet of the service location or when digging indicates that a service is present. Hand digging shall be used when crossing and exposing utilities and mechanical digging shall only be resumed once the utility service has been fully exposed and confirmed to be undamaged.

1.8 Daily Records

- A** The Contractor shall maintain accurate daily records of all works undertaken, all resources present on site, and of the progress.
- B** Records shall be submitted to the Employer at least weekly and the Contractor may inform the Employer's Representative at any time that it is recording pertinent information.
- C** Records of any Works that have or have not been carried out that may affect the Schedule shall be used to update the Schedule.

1.9 Inspections

- A** At all times the Employer's Representative shall be allowed to visit the Site to inspect the Works.
- B** Prior to closing in any part of the Works, the Contractor shall notify the Employer's Representative with at least 48 hours' notice and afford him full opportunity to examine the Works before it becomes inaccessible.
- C** Any trench works closed before the pipe work has been hydro-tested shall be at a minimum, uncovered at the joints to allow the Employer's Representative to inspect the joints during the test. Such Works shall be to the account of the Contractor.
- D** The Employer's Representative shall reasonably make himself available at the request of the Contractor.

1.9 Safety and Health

- A** All Works shall be conducted in accordance with the Health and Safety at Work Act 1982. The Contractor shall erect appropriate traffic warning signs and safety barriers. Safe access must be maintained to all public and private properties at all times.
- B** All workers under the employ of the Contractor, including any sub-contractors it may employ shall comply with the Health and Safety at Work Act 1982 and at a minimum wear at all times.
 1. A hard hat
 2. Metal toe safety boots
 3. Reflective vests.

Any workers not wearing appropriate safety gear may be requested by the Employer's Representative to leave the Site, at which time they shall inform the

Contractor that they have been requested to leave, and not return until they comply with the Applicable Law or regulations.

- C** All staff and sub-contractors, under the employ of the Contractor, shall be supplied with written health and safety instructions which they shall read, date and sign prior to commencing work. The signed instructions shall be held by the Contractor and copies shall be provided to the Employer.

- D** When the Site includes public property such as roads or parks the Site shall be protected from public access with temporary barriers and signs which shall provide appropriate warnings, the Contractors name and a contact telephone number.

- E** In completing the Works, the Contractor shall comply with all Health and Safety requirements of Applicable Law including all licenses issued by the Bermuda Government to permit the Works including, without limitation, the trenching license obtained by the Contractor to complete the Works (the "Trenching License")

***** END OF SECTION 01300 *****

SECTION 01500: TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 Summary

A This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

1.2 Use Charges

A The Contractor will be responsible for all temporary works required and shall be required to test, repair/replace or enhance the utility services as necessary to facilitate the Works.

B The Contractor shall allow other entities to use temporary services and facilities without cost, including, but not limited to, Employer's Representative, testing and inspecting agencies and personnel of authorities having jurisdiction.

1.3 Temporary Utility Installation

A Electrical Service:

Where necessary, engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.

1. Arrange with utility company, Employer, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide alternate services.

B Sanitary Facilities:

Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.

Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.

Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.

Wash Facilities: Supply cleaning compounds appropriate for each type of material handled.

Drinking-Water Facilities: Provide bottled-water, drinking-water units. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 degrees F (7.2 to 12.7 degrees C).

SECTION 01561: ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 Environmental Measures

- A** Meet or exceed the requirements of all Bermuda environmental legislation and regulations, including all amendments up to project date provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.
- B** At all times during the Works the Contractor shall maintain the Site and surrounding areas in a clean and orderly manner.

PART 2 – PRODUCTS

- A** Not Applicable.

PART 3 - EXECUTION

3.1 Fires

- A** Fires and burning of rubbish on site will not be permitted.

3.2 Disposal Of Wastes

- A** Burying of rubbish and waste materials on site will not be permitted.
- B** Collect all rubbish and waste material and dispose of in accordance with the latest editions of the Ministry of Works and Engineering, Waste Management Plan.
- C** Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- D** When cleaning with needle scabblers, provide enclosures, screens and traps to confine and contain all material and paint debris and other extraneous material.
- E** Do not allow any paint debris or other foreign material to enter the water.
- F** Hazardous waste such as lead paint debris should be double-bagged (as asbestos would be) and sent to proper waste stations. Manifest will be required by the Employer's Representative.

3.4 Drainage

- A** Provide temporary drainage and pumping as necessary to keep site free from water.
- B** Do not pump water containing suspended materials into waterways, sewer or drainage systems.
- C** Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with Bermuda authority requirements.

3.5 Plant Protection

- A** When, in opinion of Employer's Representative, negligence of Contractor results in damage or destruction of vegetation, or other environmental or aesthetic features beyond work areas as shown on contract drawings, the Contractor shall be responsible, at his expense, for complete restoration including replacement of trees, shrubs, grass, etc. to satisfaction of Employer's Representative.

3.6 Pollution Control

- A** Maintain temporary erosion and pollution control features installed under contract.
- B** Control emissions from equipment and plant to Bermuda authorities' emission requirements.
- C** Prevent extraneous materials from contaminating air, land or water, by vacuum, temporary enclosures, screens, traps or other devices.
- D** Spills of deleterious substances should be immediately contained and cleaned up in accordance with provincial regulatory requirements. Spills should be reported forthwith to the Employer's Representative.
- E** Noise levels emitted from construction activities are subject to Bermuda Government requirements.

3.7 Storage And Handling Of Fuels And Dangerous Fluids

- A** Locate fuel storage facility a minimum of 100 m from any waterbody in an area approved by the Employer's Representative and construct impermeable dykes so that any spillage is contained
- B** Prevent spillage of gasoline, diesel fuel and other oil products into the water and on land. Clean up spills promptly at own cost in accordance with Bermuda regulatory requirements. Report any fuel spills immediately to Employer's Representative
- C** Proper use of primers, grouts, bonding adhesives and other hazardous substances will be undertaken to prevent their entry into the water. Substances are to be stored and mixed on protected surfaces away from site to prevent their entry into waterways and contamination of soils.
- D** Collect and dispose of used oil filter cartridges and other products of equipment maintenance at industrial waste facility to satisfaction of Employer's Representative.

***** END OF SECTION 01561 *****

SECTION 01700: PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 Cleaning

- A** Use cleaning materials as recommended by product manufacturers and appropriate specification sections. Employ experienced workmen or professional cleaners.
- B** Before inspection for substantial completion, do all necessary cleaning, including the following:
1. Remove dust, dirt and debris from all surfaces
 2. Remove, clean all surfaces of oils, stains, weld splatters, etc as required.
 3. Refer to specification sections for additional requirements for particular surfaces.

1.2 Substantial Completion And Final Inspection

- A** Submit written certification that project, or designated portion of project, is substantially complete, and request, in writing, an inspection. The Employer's Representative will make an inspection within 10 days of receipt of request.
- B** Should the Employer's Representative determine that the work is substantially complete, he will prepare a punch list of deficiencies that need to be corrected before final inspection and issue a notice of substantial completion with the deficiencies noted.
- C** Should the Employer's Representative determine that the work is not substantially complete, he will immediately notify Contractor, in writing, stating reasons. After Contractor completes work, he shall re-submit certification and request for final inspection.

1.3 Close-Out Submittals

- A** The project shall be closed out when all items have been completed and accepted by the Employer's Representative.
- B** Refer to **EXECUTION** portion of each specification section for closeout requirements, including submission of certifications, test reports, etc.; provision of spare parts and maintenance materials, all of which shall be neatly wrapped or packaged in standard sizes and clearly labeled.

- C** Certificate of insurance for products and completed operations.
- D** Typed list of all major subcontractors and suppliers with addresses and telephone numbers.

1.4 Acceptance Of The Work

- A** After all deficiencies have been corrected and the work has undergone a final inspection with no deficiencies, a Taking-Over Certificate will be issued. If only designated portions of the project have been inspected and accepted, a Taking Over-Certificate will be issued for that portion of the Work.
- B** Until receipt of Taking-Over Certificate, Contractor shall be responsible for the work of this Contract.

PART 2 PRODUCTS

- A** Not Applicable

PART 3 EXECUTION

- A** Not Applicable

***** END OF SECTION 01700 *****

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 Summary

A This Section includes the following:

1. Excavating and backfilling for utility trenches.

1.2 Definitions

A Backfill: Soil material used to fill an excavation

1. Initial Backfill: Backfill placed beside and 12 inches over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B Base Course: Course placed between the sub-base course and hot-mix asphalt paving.

C Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.

D Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Employer's Representative. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Employer's Representative. Unauthorized excavation, as well as remedial work directed by Employer's Representative, shall be without additional compensation

F Sub-base Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk

G Utilities: On-site underground pipes, conduits, ducts, and cables.

1.3 Project Conditions

- A** Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Employer's Representative and then only after arranging to provide temporary utility services according to requirements indicated.

PART 2 - PRODUCTS

2.1 Soil Materials

- A** General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B** Bedding Course& Initial Backfill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

PART 3 - EXECUTION

3.1 Preparation

- A** Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

3.2 Excavation for Utility Trenches

- A** Excavate trenches to indicated gradients, lines, depths, and elevations.
- B** Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 30 inches higher than top of pipe or conduit, unless otherwise indicated.
1. Clearance: Excavate a minimum trench width of 18 ins.
- C** Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
1. Excavate trenches 3 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.3 Hard Rock

- A** In the event that the trenching machine cannot remove harder than normal rock during excavations then, after notification to, and by agreement with, the Employer's Representative this rock shall be removed by hammering. The rates for hammering shall be charged on an hourly basis as per the prices described in Schedule of Rates on The Form Of Tender.

3.4 Unforeseen Conditions

- A** In the event that during excavations, the Contractor encounters conditions that are deemed by agreement with the Employer's Representative to be outside the conditions expected, it may make a claim for both an extension of time and increased costs to continue with the excavations.
- B** Hard Rock shall not be deemed to be an unforeseen condition.
- C** Unforeseen conditions shall require immediate notification to the Employer's Representative who shall inspect the Works immediately.

3.5 Utility Trench Backfill

- A** Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B** Place and compact initial backfill of sub-base material, free of particles larger than 1 inch in any direction, to a height of 12 inches over the utility pipe or conduit.
1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- C** Place and compact final backfill of satisfactory soil to final subgrade elevation.

3.6 Compaction of Soil Backfills

- A** Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by hand-operated tampers.

3.7 Protection

- A** Where settling occurs before the Maintenance Period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

3.8 Reinstatement

- A** Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible. Permanent re-instatement of all public and private property shall be completed no later than three months after backfilling of trenches.
- B** Reinstatement may be completed in stages and the warranty shall be started for each stage upon its completion. Percentage of completed Works shall be by agreement with the Employer's Representative.
- C** In asphalt paved areas a minimum of 5" of compacted asphalt shall be laid to finish flush with adjacent surfaces. Existing asphalt surfaces adjacent to trench to be saw cut to provide a uniform edge.

3.9 Disposal of Surplus and Waste Materials

- A** Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it.
- B** Since the Works are to be carried out on public roads, debris shall not be allowed to accumulate and the Contractor shall remove any debris at the instruction of the Employer's Representative should he deem it to be a hazard to the public.

3.10 Traffic Management

- A** The Contractor shall at all times maintain at least one (1) lane of the carriage way open to the public and free of any excavation materials
- B** The Contractor shall comply with all traffic management requirements of the Highways Section of the Ministry of Public Works and any other governmental authority requirements of Applicable Law.

***** END OF SECTION 02300 *****

SECTION 15670 - HIGH DENSITY POLYETHYLENE (HDPE) PIPE

PART 1 - GENERAL

1.1 Requirements

- A** The Contractor shall furnish all tools, equipment, materials, and supplies and shall perform all labor required to complete the work as indicated on the Drawings and specified herein.
- B** This Section covers furnishing and installing High Density Polyethylene (HDPE) pipelines complete, in place, in accordance with the requirements of the Contract Documents.

1.2 Related Work

- A** Section 02300 Earthwork.

PART 2 – PRODUCTS

2.1 General

- A** Materials shall consist of a black high-density polyethylene copolymer resin designed for extrusion for potable water and industrial applications per ASTM D1248 Type III Class C. The resin shall have a PE 3408 rating. The Manufacturer shall be ISO 9001 certified.
- B** All pipe, fittings, and valve joints shall be joined using butt fusion or flanging. Flanged connections shall be made using a stub and backing ring arrangement, with the use of a suitable gasket material meeting the requirements of ASTM F477.
- C** High Density Polyethylene piping systems shall have design pressure limit of 100 psig at SDR = 11, unless otherwise noted.
- D** High Density Polyethylene piping systems shall have design temperature limit of 120 degree F, unless otherwise noted.

2.2 Pipe

- A** HDPE pipe shall have SDR = 11 per ASTM D1248 Type III Class.
- B** HDPE Tee fittings shall be 6" x 6" EF FPT Red Tee – Main length shall be 2 feet OAL available from ISCO Industries.

2.3 Pipe Line Vents

- A** All vent valves shall be D-040 Combination Air Valve “Barak” with a 2” NPT threaded connection available from A.R.I. Flow Control Accessories Ltd.

2.4 Tracer Wire

- A** Tracing wire shall be T.W.U., number eight gauge, stranded, insulated copper wire with 60 mil of black, cross-linked polyethylene (XLPE) insulation specifically manufactured for direct burial applications.

2.5 Service Saddles

Saddles for HDPE pipe shall be full circumference wide band with stainless steel band, nuts, bolts and outlet. Band shall be type 304 Stainless steel of minimum 18 gauge thickness.

PART 3 – EXECUTION

3.1 General

- A** Not applicable

3.2 Handling and Storage

- A** Handling: Pipe, fittings and accessories shall be carefully inspected before and after installation and those found defective shall be rejected. Pipe and fittings shall be free from fins and burrs. Before being placed in position, pipe, fittings, and accessories shall be cleaned, and shall be maintained in a clean condition. Proper facilities shall be provided for lowering sections of pipe into trenches. Under no circumstances shall pipe, fittings or any other material be dropped or dumped into trenches.
- B** Storage: Pipe should be stored, if possible, at the job site in unit packages provided by the manufacturer. Caution should be exercised to avoid compression damage or deformation to bell ends of the pipe. Pipe should be stored in such a way as to prevent sagging or bending and protected from exposure to direct sunlight by covering with an opaque material while permitting adequate air circulation above and around the pipe. Gaskets should be stored in a cool, dark place out of the direct rays of the sun, preferably in original cartons.

3.3 Trenching and Backfill

A Trench excavation and backfill shall conform to the requirements of Section 02300 "Earthwork," and as specified herein.

3.4 Pipe Installation in Trenches

A Pipe shall be graded in straight lines, taking care to avoid the formation of any dips or low points. Pipe shall not be laid when the conditions of trench or weather are unsuitable. At the end of each day's work, open ends of pipe shall be closed temporarily with bulkheads.

B Joints shall be installed according to manufacturer's recommendations. Trenches shall be kept free of water until joints have been properly made. The maximum combined deflection at any coupling shall be in accordance with the manufacturer's recommendations.

C Pipe shall be cut by means of saws, power driven abrasive wheels or pipe cutters, which will produce a square cut. No wedge-type roller cutters will be permitted. After cutting, the end of the pipe shall be beveled using a beveling tool, portable type sander or abrasive disc.

D Joints shall be butt fused or flanged in accordance with the manufacturer's instructions.

E Pipe installed by the Contractor shall at the end of the completion of Works each day be capped with a temporary protection cap to keep the pipe free of debris and vermin.

F Welding of Pipe: The Ministry has a welding machine available to the contractor for use. Prior to the use of the Ministry machine the Contractor shall provide a demonstration by their staff that they have a full understanding of the use and operation of the machine. Each weld shall have a unique identifying number stamped into the molten weld bead:

G Each weld shall have the following logged by the welder:

1. Weld number.
2. Temperature of heater.
3. Pressure applied during the weld.
4. Time pressure was held for.
5. Date of weld.

H Tracer wire shall be laid flat and securely affixed to the pipe at ten foot intervals. The wire shall be protected from damage during the execution of the works. No breaks or cuts in the tracer wire or tracer wire insulation shall be permitted. At water service saddles, the tracer wire shall not be allowed to be placed between the saddle and the water main. Except for approved spliced in connections, tracer wire shall be continuous and without splices from test box to test box.

J Warning tape shall be installed over each pipe in the backfill materials. Warning tape shall be installed no less than 12” above each pipe for the full length of the buried sections.

3.5 Connections to Existing Pipelines

A The Contractor shall locate all underground improvements and install the pipelines to the depths shown on the drawings. Where the new work is to be connected to existing pipelines, the Contractor shall make its arrangements with the serving utility well in advance of the connections, to allow adequate time for dewatering of the existing line, if necessary.

B All service connections to be undertaken upon completion of the laying of the new water main and after the commissioning and testing of the new pipeline.

C All Service connections to existing meters shall be laid perpendicular to the main and extended to the existing shut off valve attached to a meter or as directed by the Engineer. Each service, shall be tapped into the main at least 45 degrees above the horizontal. Taps should be at least 12” apart and staggered around the top section of the pipe. Tapping is to be made wet by the Contractor. Connection saddles are required to satisfy this requirement. Tracing wire is to extend to the body of the water meter.

D All services shall have a minimum of 18ins of cover. Place and compact 6ins of initial pipe bedding material in accordance with SECTION 02300 – EARTHWORK. All fittings including connection saddle materials are to be “no lead” or lead free.

3.6 Field Testing and Disinfection

- A** The Contractor shall include in the Schedule the points in time at which it intends to perform hydrostatic testing ("Hydrostatic Testing") of the installed pipe.
- B** The Contractor shall include in his project Method Statement a detailed description of how it intends to conduct the hydrostatic tests.
- C** It is expected that it is not practical to test the pipe on completion of the installation since the pipe shall be installed under major carriageways. Instead, it is expected that the Contractor will excavate a section of trench, lay in the pipe, hydro test it, then backfill and reinstate the trench.
- D** Maximum length of pipe to be tested at any time shall be no more than 750 feet.
- E** At a minimum, no pipe shall be buried at the welds until hydrostatic testing has been performed and the results approved by the Employer's Representative. The pipe shall be exposed at each weld around its entire circumference for the duration of the hydrostatic test.
- F** The Contractor may elect to leave the entire un-tested section exposed for the hydrostatic tests.
- G** Pipes shall be pressurized to 150 psi gauge pressure, after which time the hydrostatic test pump shall be shut off and the pipe sealed. The allowable test pressure shall be verified and confirmed with the Employer's Representative prior to performing any tests.
- H** The pipe shall maintain the pressure for 8 hours without the need for restarting of the pump, except for the addition of makeup water as defined in the Hydrostatic Test procedure.
- I** Gauge readings shall be taken at hourly intervals during the hydrostatic test and the readings shall be logged by the Contractor.
- J** The Employer's Representative shall be notified at least 48 hours in advance of the intent to perform a hydrostatic test and may elect to be present for the duration of the test.
- K** All joints in the tested section shall be inspected at least twice during the test period.

- L** In the event that the tested section fails the hydrostatic test, the test pressure shall be maintained by operating the pump until the leak is found.
- M** On completion of the repair of any leaks, the pipe shall be retested, until it has passed the test.
- N** All HDPE pipes in the Scope of Works noted above shall be subjected to Hydrostatic Testing.
- O** After Hydrostatic Testing the pipe shall be drained sufficiently to resume the Works.

3.7 Pipe Line Vents and Sample Points

- A** At all high points in the pipework, the Contractor shall install a venting valve and sampling valve.
- B** All vent valves and sampling valves shall be fully accessible and at the discretion of the Employer's Representative shall require vaults suitable for full access to the pipeline.

3.8 Thrust Blocks

- A** All thrust blocks shall be installed at the direction of the Employer's Representative. No concrete supports or thrust blocks shall be buried without the Employer's Representatives approval.
- B** In all cases, thrust blocks shall be completely buried and not be visible once the Works are complete.

***** END OF SECTION 015670 *****

SECTION 15675 – RESILIENT-SEATED GATE VALVE

PART 1 - GENERAL

1.1 Requirements

- A** The Contractor shall furnish all tools, equipment, materials, and supplies and shall perform all labor required to complete the work as indicated on the Drawings and specified herein.
- B** This Section covers furnishing and installing all labor, materials and equipment required for the installation of two inch through four inch resilient-seated gate valves, all in accordance with the details shown on the plans and requirements of these specifications. Metal-sealed gate valves shall not be used.

1.2 Related Work

- A** Section 02300 Earthwork.

PART 2 – PRODUCTS

2.1 General

- A** Pressure Class. Design pressure for resilient-seated gate valves shall be 200 psi for diameters up to 12 inches. Valves for operating pressures other than the above shall be as specified on the plans or in the special specifications.
- B** Component Parts. Unless otherwise provided herein, component parts for resilient seated gate valves shall be in accordance with AWWA C509 and C515. All components of resilient seated valves shall be tested and certified by an approved testing laboratory located in the United States. All parts shall be readily available.
- (1) The valve manufacturer's name and valve model number, size, and year of manufacture shall be cast on the body.
 - (2) The resilient seat shall be fastened to the gate by use of either mechanical, stainless steel fasteners, or vulcanizing methods in accordance with the requirements of ASTM D429 and the manufacturer's recommended procedures.
 - (3) Resilient-seated gate valves shall be provided with a two inch square operating nut. When specified on the plans, a hand wheel shall be used. The direction to open the valve shall be to the left (e.g. counter clockwise). A direction indication for opening the valve shall be cast on the operating nut. Position indicators shall not be required unless specified on the plans or in the special specifications. Valves must have a minimum of 2 turns per inch of diameter.

- (4) All interior ferrous surfaces exposed to fluid flow, including the gate, shall be factory coated with a thermo-setting or fusion epoxy coating. The coating shall be safe for potable water systems in accordance with AWWA C550. The minimum coating thickness shall
- (5) The wedge shall be manufactured of ductile iron and fully encapsulated in a molded EPDM resilient material resistant to heat, corrosion, hydrolysis, tuberculation, abrasion and bacteria and comply with ASTM D2000.
- (6) All exterior ferrous surfaces, including nuts and bolts, shall be field coated with a fast curing sealant from the approved materials list in Appendix A for this use. The application of the sealant shall be accordance with the manufacturer's recommendations. Nuts and bolts may be manufactured of ASTM type 304 or 316 stainless steel in lieu of being coated.
- (7) All internal parts shall be accessible for repair or replacement without removing the valve body from the pressure line. The stem shall be sealed by use of a minimum of two O rings. The O-ring(s) shall be located above the stem collar. O-rings shall be replaceable under pressure with the valve in the open position.
- (8) The diameter of the internal passageway shall have a nominal inside dimension equal to the valve size or larger. The valve shall provide an unobstructed waterway in the full open position making the valve applicable for tapping applications.
- (9) Valve stem shall be a high strength, low zinc bronze, 40,000 psi yield strength, 70,000 psi tensile strength, with not less than ten percent elongation. Stem bronze shall conform to the requirements of Section 2 of AWWA C509.
- (10) Valve ends shall be mechanical joint, conforming to AWWA C110, unless otherwise specified in the Contract Documents. Connection bolts and nuts shall be manufactured of cor-ten steel or approved equal in accordance with ASTM A242.
- (11) Where specified in the Contract Document, valve ends shall be flanged in accordance with AWWA C110 for 125/150 lb. flanges and ASME/ANSI B16.1 FOR 250/300 lb. flanges. Connection bolts and washers shall be manufactured of 316 stainless steel and nuts shall be manufactured of 316 stainless steel with a Xylem coating or approved equal. No anti-seize compound shall be applied on flanged bolts.

PART 3 – EXECUTION

3.1 General

A Not applicable

3.2 Handling and Storage

A Handling: Valves, fittings and accessories shall be carefully inspected before and after installation and those found defective shall be rejected. Valves and fittings shall be free from fins and burrs. Before being placed in position, valve, fittings, and accessories shall be cleaned, and shall be maintained in a clean condition. Proper facilities shall be provided for lowering valves into trenches. Under no circumstances shall a valve, fittings or any other material be dropped or dumped into trenches.

B Storage: Valves should be stored, if possible, at the job site in unit packages provided by the manufacturer. Caution should be exercised to avoid compression damage or deformation to flange faces of the valve. Gaskets should be stored in a cool, dark place out of the direct rays of the sun, preferably in original cartons.

3.3 Installation

A Valves shall be installed in accordance with Section 209 and the valve manufacturer's recommendations. All fittings, valves, flexible couplings and repair clamps shall be encased with a 10 mil polyethylene in accordance with AWWA C105 Method C.

B All personnel of the contractor or subcontractor shall be skilled and knowledgeable with regard to the installation procedures for the valves and appurtenances being installed.

C Prior to installation in the trench, valves shall be fully opened and closed by the contractor to check the operation to ensure that the valve fully seats. A record shall be made of the number of turns required to fully open or close the valve. This record shall be included on the as-built plans. The inside of the valve shall be thoroughly cleaned prior to valve installation

***** END OF SECTION 015675 *****

Annex D - Agreement Acknowledgement

(Note: all sheets form part of the tender)

FIDIC Standard Short Form of Agreement Acknowledgement Letter

This is to certify that I, _____ (name), in the position of _____ hereby acknowledge that I am aware of the terms and conditions of the attached FIDIC Conditions of Contract for the Short Form of Contract, First Edition 1999, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).

I acknowledge that the following documents have been provided in the Request for Tender package and at the date of this submission I have no issue with the terms and conditions of this agreement.

- FIDIC Short Form Contract including General Conditions and Particular Conditions
- Specifications and Drawings

Signed: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

Annex E – Subcontractor Company Information

(Note: all sheets form part of the proposal)

Will subcontractors be used for this work Yes No, if yes, please state what service this subcontractor will performed or what goods this subcontractor will provided below:

If no subcontractors will be used skip this annex, below. Otherwise, list all subcontractors that will be used for this work. **Submit multiple copies of Annex E, one for each Subcontractor included in this Proposal.**

1. **Subcontractor Name** _____

Contact Person _____

Phone numbers: Cellular _____ **Telephone** _____

Email Address: _____

2. **Principal(s), Director(s), and Shareholder(s) of the Company:**

5. **What is the corresponding % of the bid prices will this subcontractor perform** _____%

6. **Company Insurance details:**

Commercial Third Party Insurance carried: BD\$ _____

Workers Compensation Insurance carried: BD\$ _____

7. **Company's Bermuda Payroll Tax No.:** _____

8. **Company's Bermuda Social Insurance No.:** _____

9. **Company Banking Details:**

Name and address of principal bankers:

Include a letter from principal bank confirming credit status of Bidder.

10 **Do you have any involvement with other entities that may be seen as a conflict of interest? If so, please provide details:**

Annex E Subcontractor Company Information (continued)

11. Number of Employees/Bermudians

Please indicate the total number of persons employed by the subcontractor and the number and percentage of Bermudian employees.

TOTAL NUMBER OF STAFF	
NUMBER OF BERMUDIAN	
NUMBER OF NON-BERMUDIANS	
PERCENTAGE OF BERMUDIANS	

12. Attach a copy of the Company`s Certificate of Incorporation (if applicable)

13. Safety, Health and Environmental Policies

Please indicate whether the company has a (i) safety and health policy, (ii) sustainable goods and/or services policy, and/or (iii) an environmental policy. If so, then please provide a copy.

Copies are attached Yes_____ No_____

14. Do you offer apprenticeships/training opportunities? _____

Apprenticeships/training opportunities

Please indicate whether the company offers apprenticeships or training opportunities. If no apprenticeship or training opportunities exist, then indicate below. (Add more lines as needed)

NUMBER	NAME	NON BERMUDIAN	BERMUDIAN	BERMUDIAN	APPRENTICESHIPS OR TRAINING OFFERED BY YOUR COMPANY (month/year)

By signing this Annex E, I certify this information provided is true and correct.

Signed: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

Annex E Subcontractor Information

RFP – New Water Distribution Mains
St George's

ANNEX F LOCAL BENEFITS
(SOCIAL, ECONOMIC AND ENVIRONMENTAL)

Do you offer apprenticeships/training opportunities? _____

Apprenticeships/training opportunities

Please indicate whether the company offers apprenticeships or training opportunities. If no apprenticeship or training opportunities exist, then indicate below. (Add more lines as needed)

NUMBER	NAME	BERMUDIAN		APPRENTICESHIPS OR TRAINING OFFERED BY YOUR COMPANY (month/year)
		NON	BERMUDIAN	

Number of employees/Bermudians

Please indicate the total number of persons employed by the company and the number and percentage of Bermudian employees.

NUMBER OF NON-BERMUDIANS:	
NUMBER OF BERMUDIANS:	
NUMBER OF EMPLOYEES:	
PERCENTAGE OF BERMUDIANS:	

Will the proponent use local businesses in their supply chain?

Yes _____ No _____

If no, then please provide an explanation_____

Will the proponent use local sub-contractors (if applicable)?

Yes _____ No _____

If no, then please provide an explanation_____

If yes, proponents must complete Annex E Subcontractor Company Information.

Safety, Health and Environmental Policies

Please indicate whether the company has a (i) safety and health policy, (ii) sustainable goods and/or services policy, and/or (iii) an environmental policy. If so, then please provide a copy.

Copy attached Yes_____ No_____

Provide a copy of the proponent's **Certificate of Incorporation** (if applicable).

Annex G - Personnel Qualifications and Project Experience

(Note: all sheets form part of the proposal)

Note: Include brief resumes for all personnel identified in this Annex .

Proponent Name: _____

Project Manager

Employee Name	Title	Employed Since and Total Years' Experience	Certifications and Dates Received

Site Supervisor

Employee Name	Title	Employed Since and Total Years' Experience	Certifications and Dates Received

Similar Project Experience

Starting year	Ending year	Contract Identification	Role of Proponent
		Contract Name _____ Brief Description of the work performed by the Proponent _____ Amount of Contract _____ Name of Employer _____ Address _____	
		Contract Name _____ Brief Description of the work performed by the Proponent _____ Amount of Contract _____ Name of Employer _____ Address _____	
		Contract Name _____ Brief Description of the work performed by the Proponent _____ Amount of Contract _____ Name of Employer _____ Address _____	

Replacement Water Distribution Mains St George's Proposal Evaluation Matrix

A. PRICING SECTION:

FINANCIAL EVALUATION	Score / 10	Weighting	Weighted Score
Proposal price (include all costs)	/10	3.5	/35
Pricing Score:			/35

B. TECHNICAL / MANAGERIAL COMPETENCE EVALUATION SECTION:

Technical Competence of Contractor's Team / Organization	Score / 10	Weighting	Weighted Score
Rank the availability of competent and qualified personnel and other resources available to perform Services in the required timeframe, including the qualifications and past performance of assigned staff on similar assignments	/10	1.5	/15
Rank contractor's Corporate Background and performance on similar projects	/10	1.5	/15
Contractor's attendance of pre bid site meeting	/10	1.0	/10
Technical / Managerial Score:			/40

C. FINANCIAL SECTION:

FINANCIAL EVALUATION	Score / 10	Weighting	Weighted Score
The bidder is in a stable Financial Position	/10	0.8	/8
The Bidder has no outstanding Government debt	/10	0.7	/7
Financial Score:			/15

D. SOCIAL SECTION:

SOCIAL, ENVIRONMENT AND ECONOMIC	Score / 10	Weighting	Weighted Score
Percentage of Workforce that are Bermudian	/10	.5	/5
Does the bidder offer evidence of training positions or be willing to offer them	/10	.5	/5
Prices and Rates Score:			/10

TOTAL EVALUATION SCORE: _____/100

Proposal Evaluation Matrix (continued)

EXPLANATORY NOTES:

Proposals will be evaluated to determine the best value offered to the Government of Bermuda based on pre-determined criteria:

The bid price alone will not be the sole determining factor in the selection of the successful bidder for this work. The Government will consider the proposal costs for all items identified herein together with the bidder's qualifications, references, and understanding of the scope of work to form the basis for its decision on who will be selected. The Government reserves the right to reject any or all bids and to determine which bid is, in the Government's judgment, the most responsive.

The evaluation committee may, at its sole option, ask for interviews or oral presentations by any Proponent(s) participating in this process (creation of a short list). Attendance at any such interview will be at the Proponent's expense.

The evaluation committee may seek written clarification from any or all prospective contractors in order to better understand and to evaluate the proposal.

Evaluation Criteria

A. A. Technical/Managerial Competence Evaluation Criteria

Components to be evaluated include:

- i. Availability of competent and qualified personnel and other resources to perform the Services;
- ii. qualifications and past performance of assigned staff for similar assignments;
- iii. the Contractor's Corporate Background and performance on similar projects;
- iv. proposed quality management plan for the project;
- v. Business integrity management system; and

B. Pricing Evaluation.

Components to be evaluated include:

- i. The lowest price shall be awarded 35 points (all prices within 5% will receive the same price points). The next lowest price (beyond 5%) will receive 30 points. Points for other submissions will be assigned with 5 fewer points for each successively higher priced price proposal. But again, each time the same score will be awarded if successive prices are within 5% of the last highest price.
- ii. Notwithstanding the technical / managerial and price scores, the Government reserves the right to reject any proposal where prices are deemed to be unreasonable relative to other prices proposed, typically a 25% variance from the average qualified proposal (excluding the proposal in question).
- iii. The Government reserves the right to negotiate any or all conditions of the Contractor's proposed work plan and reject all submitted proposals.