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| **Request for Quotations****For******Swing Bridge and Longbird Bridge Ground Investigations****  |

Request for Quotations No.: ****44-28-75-04****

Issued: ****Monday, March 05, 2018****

Submission Deadline**: **Monday, March 19, 2018 03:00:00 PM**** **AST**

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# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to submit non-binding quotations for **Swing Bridge and Longbird Bridge Ground Investigations ,** as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

This project is to conduct the ground investigations for the replacement of the Swing Bridge and Longbird Bridge in St. George's Bermuda.  The exploratory holes will be located close to those structures.  The investigation will comprise of boreholes, trial pits both hand dug and by excavator, in-situ testing and sampling, geotechnical laboratory testing and contamination laboratory testing.

The site is located in Bermuda Islands, in the north-western Atlantic Ocean. There are two different locations for the investigation: Longbird Bridge (link between St.  Davis’s Island and Bermuda Island) and Swing Bridge (link between St. David’s Island and St. George Island.) The exploratory holes are located close to those structures.

## 1.2 RFQ Contact

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

Ms. Carmen Trott at email cmtrott@gov.bm

Respondents 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 RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

Respondents downloading this file and responding are required to register with RFQ Contact by emailing their company name and contact information to

Ms. Carmen Trott at email cmtrott@gov.bm

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

## 1.3 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”). It is the Government’s intention to enter into a contract with only one (1) legal entity. The term of the contract is to be for a period of one hundred and twenty days (120) calendar days, with an option in favour of the Government to extend the contract terms and conditions acceptable to the Government and the selected respondent for an additional term of up to N/A. 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 RFQ Timetable

|  |  |
| --- | --- |
| Issue Date of RFQ | Monday, March 05, 2018  |
| No Pre-Bid / Site Meeting  |  Atlantic Standard Time (“AST”) |
| Deadline for Questions | Wednesday, March 14, 2018 [4:00 PM] AST |
| Deadline for Issuing Addenda | Friday, March 16, 2018 [4:00 PM] AST |
| Submission Deadline | Monday, March 19, 2018 03:00:00 PM AST |
| Anticipated Execution of Agreement | Wednesday, April 04, 2018  |

The RFQ timetable is tentative only, and may be changed by the Government at any time. Respondents are requested to submit a Registration of Interest prior to the deadline noted in the timetable above.

## 1.5 Submission of Quotations

### 1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted at:

Tenders may be submitted as hard copies,

To be delivered to the Tender Box at the Ministry of Public Works, located on the 3rd Floor, General Post Office Building,

56 Church Street, Hamilton, HM12, Bermuda

For hard copies the outer envelope must be clearly marked with the title:

Tender Submission

Do Not Open Before 4:00pm, March 7, 2018

Swing Bridge and Longbird Bridge - Ground Investigation

Attention: Ms. Carmen Trott

Electronic Submissions are accepted at cmtrott@gov.bm and cc to ylortie@gov.bm.

Documents/attachments size restrictions for email is 10 MB. If documents are larger than ten (10) MB, please send them within a zip file and in the subject line of the email, state the RFQ title.

### 1.5.2 Quotations to be Submitted on Time

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

### 1.5.3 Quotations to be Submitted in Prescribed Format

Respondents shall submit 3 original signed hard copies of their quotation in a sealed package or one (1) electronic copy, in Microsoft Word or Adobe PDF format. If both a hard copy and electronic copy of the quotation is submitted and there is a conflict or inconsistency between the hard copy and the electronic copy of the quotation, the hard copy of the quotation will prevail. Quotations should be prominently marked with the RFQ title and number (see RFQ cover), with the full legal name and return address of the respondent.

### 1.5.4 Amendment of Quotations

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

### 1.5.5 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent. The Government is under no obligation to return withdrawn quotations.

[End of Part 1]

# PART 2 – EVALUATION AND AWARD

## 2.1 Stages of Evaluation

The Government will conduct the evaluation of quotations in the following stages:

## 2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are listed in Section C of the RFQ Particulars (Appendix D).

## 2.3 Stage II – Evaluation

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

### 2.3.1 Mandatory Technical Requirements

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

### 2.3.2 Rated Criteria

The Government will evaluate each qualified quotation on the basis of the rated criteria as set out in Section F of the RFQ Particulars (Appendix D).

## 2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in each qualified quotation 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 Respondent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be the respondent selected by way of the lowest price. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

# PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

## 3.1 General Information and Instructions

### 3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

### 3.1.2 Quotations in English

All quotations must be written in the English language only.

### 3.1.3 No Incorporation by Reference

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

### 3.1.4 References and Past Performance

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

### 3.1.5 Information in RFQ 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 RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent’s responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

### 3.1.6 Respondents to Bear Their Own Costs

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

### 3.1.7 Quotation to be Retained by The Government

The Government will not return the quotation or any accompanying documentation submitted by a respondent.

### 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 respondent. The contract with the selected respondent 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 respondent 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 RFQ

### 3.2.1 Respondents to Review RFQ

Respondents shall promptly examine all of the documents comprising this RFQ, and

1. shall report any errors, omissions or ambiguities; and
2. may direct questions or seek additional information

in writing by email to the RFQ Contact on or before the Deadline for Questions. All questions or comments submitted by respondents by email to the RFQ Contact shall be deemed to be received once the email has entered into the RFQ Contact’s email inbox. No such communications are to be directed to anyone other than the RFQ 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 RFQ Contact. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers to be unclear. The Government shall not be responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

### 3.2.2 All New Information to Respondents by Way of Addenda

This RFQ 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 RFQ, such information will be communicated to all respondents by addendum. All Addenda will be published on line - https://www.gov.bm/procurement-notices. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), respondents 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, Clarify and Supplement

When evaluating quotations, the Government may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent’s quotation. This information may include, without limitation, clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section C of the RFQ Particulars (Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the respondent’s quotation. The Government may revisit, re-evaluate and rescore the respondent’s response or ranking on the basis of any such information.

## 3.3 Notification and Debriefing

### 3.3.1 Notification to Other Respondents

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

### 3.3.2 Debriefing

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

### 3.3.3 Procurement Protest Procedure

If a respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with the Government’s Procurement Protest procedures. The notice must provide detailed explanation of the respondent'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 RFQ, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

1. in relation to the RFQ process, the respondent 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 quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
2. in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent’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 respondent 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 respondent, rescind notice of selection or terminate a contract subsequently entered into if the Government determines that the respondent has engaged in any conduct prohibited by this RFQ.

### 3.4.4 Prohibited Respondent Communications

Respondents 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 Respondent Not to Communicate with Media

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

### 3.4.6 No Lobbying

### Respondents shall not in relation to this RFQ 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 respondent.

### 3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents 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 quotations 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 RFQ.

### 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:

1. illegal or unethical conduct as described above;
2. the refusal of the supplier to honour its submitted pricing or other commitments; or
3. 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

Respondents 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 RFQ either before or after the issuance of this RFQ

1. is the sole property of the Government and must be treated as confidential;
2. is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
3. must not be disclosed without prior written authorization from the Government; and
4. must be returned by the respondent to the Government immediately upon the request of the Government.

### 3.5.2 Confidential Information of Respondent

A respondent should identify any information in its quotation 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. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

## 3.6 Procurement Process Non-Binding

### 3.6.1 No Process Contract

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

### Participation in this RFQ will not give rise to any preliminary contract or collateral contract;

### No respondent shall have any claim for any compensation of any kind whatsoever (whether in contract, tort, law, equity or otherwise), as a result of participating in this RFQ, and by submitting a quotation each respondent shall be deemed to have agreed that it has no claim against the Government;

### The decision to award or not to award a contract to any respondent is at the discretion of the Government. The Government shall have no liability to any respondent with respect to the awarding of contract or the failure to award a contract to any respondent. Respondents acknowledge that the lowest quotation might not be awarded a contract.

### 3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the Government and may result in an invitation by the Government to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Government by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

### 3.6.3 Non-Binding Price Estimates

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

### 3.6.4 Cancellation

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

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

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

## 3.7 Governing Law and Interpretation

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

1. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
2. are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
3. 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

**See Annex A - Sample Form of Agreement**

Acknowledgement Letter for Standard Form of Agreement between Government & Contractor

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 “Conditions of Contract for the Short Form of Contract, First Edition 1999, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC)” and as modified by the Particular Conditions.

I acknowledge that the following documents have been provided in the Bidding Package and at the date of this submission I have no issues with the terms and conditions of this agreement.

1. **Conditions of Contract for the Short Form of Contract, First Edition 1999**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC).
2. **Conditions of Contract for the Short Form of Contract, First Edition 1999**, published by the Federation Internationale des Ingenieurs Conseils (FIDIC) as modified by the **Particular Conditions**.

 Dated this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**SIGNED:**

(Signature)        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Block letters)    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign tenders for and on behalf of:

(Firm)                \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address)          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

See Annex A - Sample Form of Agreement

# APPENDIX B – SUBMISSION FORM

1. Respondent Information

| Please fill out the following form, naming one person to be the respondent’s contact for the RFQ process and for any clarifications or communication that might be necessary. |
| --- |
| Full Legal Name of Respondent or Personal/Given Name: |  |
| Representative Name (Person with Signing Authority) / Title: |  |
| Full Legal Name of Respondent: |  |
| Any Other Relevant Name under which Respondent Carries on Business: |  |
| Street Address: |  |
| City, Province/State, Parish: |  |
| Country |  |
| Postal Code: |  |
| Phone Number with Area Code: |  |
| Respondent’s Social Insurance Number issued by the Government of Bermuda: |  |
| Respondent’s Payroll Tax Number issued by the Government of Bermuda: |  |
| Company Website (if any): |  |
| Respondent Contact Name and Title:  |  |
| Respondent Contact Phone: |  |
| Respondent Contact Fax: |  |
| Respondent Contact Email: |  |

2. Acknowledgment of Non-Binding Procurement Process

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

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

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

5. Addenda

The respondent 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 respondents to make any necessary amendments to their quotations based on the addenda. The respondent confirms it has read, received and complied with these addendums. Respondents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

7. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. 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 quotation; **AND** (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

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

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

* The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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

|  |
| --- |
|  |
|  |
|  |

8. Disclosure of Information

Any information collected or used by or on behalf of the Government under this solicitation document is subject to the Public Access to Information Act 2010 (“Act”). The information belongs to a class of information that might be made available to the general public unless it is contained in a record that is exempt from disclosure under the Act. Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this solicitation document.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature of Witness |  | Signature of Respondent Representative |
|  |  |  |
| Name of Witness |  | Name of Respondent Representative |
|  |  |  |
|  |  | Title of Respondent Representative |
|  |  |   |
|  |  | Date |
|  |  |  |
|  |  | I have the authority to bind the respondent. |

# APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

1. Respondents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their quotations, or, if there is no table below, by completing the attached form and including it in their quotations.
2. Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes except for **[\*\*insert appropriate tax(es)\*\*]**, which should be itemized separately.
3. Pricing quoted by the respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 40 points of the total score.

Unless stated otherwise in the RFQ documents, the Agreement shall be for the whole works as detailed in these documents and based on the completed pricing information, as submitted by the proponent.

The respondents shall fill in separate prices for all items of works described in the - Annex 1: Bill of Quantities section on pages 24 to 32 in the Specification for Ground Investigation. Items against which no price is entered by the respondent will not be paid for by the Government when executed and shall be deemed covered by the other lump sum prices in the Price Breakdown.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each respondent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

Lowest Price divide by respondent's Price times weighting = respondent's pricing points.

In addition to any rights to verify, clarify and supplement,

1. 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.
2. Arithmetical errors will be rectified on the following basis:
	1. 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 respondent 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;
	2. Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
	3. Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

3. Required Pricing Information

See Annex B - Fixed Price Schedule and Unit Rate Schedule

# APPENDIX D – RFQ PARTICULARS

## A. THE DELIVERABLES

**Ground Investigations**

**Main Works Proposed and Purpose**

It is proposed to construct a new bridge parallel to Swing Bridge on its northeast side and to replace Longbird Bridge structure. It is assumed
that the works at Bermuda bridges consist of:

* Longbird Bridge:
-   Demolition of the old bridge (abutments included)
-   Construction of a new bridge in the same location
-   Construction of the connections between the new bridges and the existing roads.
* Swing Bridge:
-   Construction of a new bridge on the northeast side of the isting bridge
-   Construction of the connections between the new bridge and the existing roads
-   Associated infrastructure.

This investigation shall constitute the main investigation and the findings are to be used during the design and construction of the new bridges.

**The ground investigation shall comprise:**
•     Nine rotary boreholes.
•     In-situ testing and sampling.
•     Hand dug inspection pits for boreholes. (Only on land)
•     Five machine excavated trial pits.
•    Geotechnical laboratory testing.
•    Contamination laboratory testing.

The exploratory hole details are summarised in Schedule 2 of Specification for Bermuda Bridge Ground Inspection.

Services to be provided and the Government anticipate the majority of the work will be performed on-site unless otherwise stated in the specifications for Ground Investigations.

See Annex C - Bermuda Bridges Specification for Ground Investigations

## B. MATERIAL DISCLOSURES

**Ground Investigations**

**Geology and Ground Conditions**
A general scope shows that the geology of the Bermuda area comprises a sequence of aeolian and marine sediments of coralline (calcium carbonate) origin. The basal geology  of the Bermuda Seamount is a sequence of volcanic basaltic lava, pyroclastic and intrusive flows.
The upper sediments are known to have been subjected to a varying amount of weathering. This  includes cementation and the formation of voids.

Due to the construction of L.F. Wade International Airport within St. David’s Island, it was  necessary to level and link several smaller islands to create enough space for the airport itself.  The dredged fill to infill between them consisted of coralline deposits and/or limestone sediments  (composed of marine skeletal remains, gravel and sand-size fragments). The depth of the reclaimed  fill varies between 3 metres and 10 metres.

The general ground profile shows a stratigraphic sequence of fill/made ground, followed by  coralline deposits with several grades of cementation
and a Basalt bedrock.See Annex B -  Bermuda Bridges Specifications for Ground Investigations for requirements and material disclosures.

## C. MANDATORY SUBMISSION REQUIREMENTS

### 1. Submission Form (Appendix B)

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

### 2. Pricing (Appendix C)

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

### 3. Other Mandatory Submission Requirements

**Certificate of Incorporation**

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

**Eligibility and Qualifications**

Respondent provide any relevant additional information on personnel for works and services to be undertaken.

Key project personnel shall possess relevant training and experience demonstrating 1) successful completion of effective scheduling for ground inspection of routine bridges and report submittals; 2) Level Inspection data input and updating capabilities. 3) Key personnel designated shall possess relevant training and experience demonstrating successful completion of ground inspections and report submittals.

The respondent shall identify the Project Manager that will be assigned to the project and identify the individual’s education, credentials and work experience. The respondent should discuss the proposed Project Manager’s experience and its application to the assignment. The Respondent shall review the criteria set forth by the Government in the RFQ in consideration of the person proposed for the assignment. If the Respondent is proposing an individual with credentials considerably different than those identified by the Government, the Respondent must explain its rationale and identify/demonstrate the benefit the individual brings to the assignment.

Provide an explanation of the respondent's understanding of the project and Government needs required for the successful completion of the assignment. Provide a summary of the respondent's and its staff’s qualifications, and state how they relate to the respondent's ability to provide the requested services. Through attached organizational chart and resumes identify the person(s), or sub-consultant(s), responsible for each division of the assignment and their relevant experience.

Understanding of the Project
The Respondent shall provide information to demonstrate that they fully understand the overall objective of the project and why the Government is undertaking the assignment. This may include discussions providing background information on the need for the project, its affect on the Government facilities, and impact on the overall transportation network. Respondents should demonstrate specific first-hand knowledge of the location affected by the project and the long term effects the project has on the Government, its patrons, or other relevant issues.
Understanding of the Government Needs
The Respondent shall demonstrate that they fully understand the needs of the Government as it relates to the specific deliverables identified in the RFQ. The Respondent must confirm the deliverables and the schedule associated with project specific deliverables. The Respondent should also discuss project management items, including deliverables such as submittal of rate approvals and invoicing.
Reasonableness of Staffing Estimate: The Respondent shall demonstrate through an attached estimate of work-hours the extent of work effort required to perform each primary task for the assignment as identified on the assignment staffing schedule issued with the RFQ.
Respondents must provide a detailed method statement with applicable timetable for all deliverables.

**Certificate of Confirmation of Non-Collusion (Appendix E)**

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

**Relevant Project and References**

Provide information on the respondent and its sub-consultants experience on similar projects. The respondent shall provide information on past projects which they have performed that demonstrate similar service of those required for this assignment. Each project listed shall include a brief description of the project scope actually performed by the firm and its relevance to the proposed assignment. It shall identify the respondent's office(s) the work was performed from, the date (time frame) the services were performed, magnitude and cost of the project, and contact/reference information for each project listed.

The resume of the Project Manager proposed, included in the RFQ, shall be clear, dated and detailed to the related assignment experience. References shall be furnished for each project listed (include date when work performed and relevance to subject assignment and at least one contact name and phone number for
each project). Unless otherwise noted, the Project Manager shall be a licensed Professional Engineer.

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

See Annex D - Relevant Projects and References

**Local Benefits**

N/A

See Annex E - Local Benefits

## D. MANDATORY TECHNICAL REQUIREMENTS

**Professional attendance**

Professional Attendance shall be provided by the Contractor in the form of the provision of technical staff as necessary to fulfil the technical, logistical and quality requirements of the works.
Proposed personnel shall be suitably qualified, with at least three years’ experience. The Contractor’s tender shall provide CV’s and detail the number, names and experience details of the proposed staff and the times which each member of staff is anticipated to spend at the site. Bill of Quantities Item A7 shall be used to detail the Contractor’s expected Professional Attendance.

**Provision of ground practitioners and other personnel**

Drilling and site staff qualifications shall be provided within the Tender Return.
The Contractor is to prepare the specified factual part of the Ground Investigation Report. The Contractor’s expected staff times for report compilation, preparation and checking are to be included in Bill of Quantities Item A7.
The Contractor is required to complete the table of rates include in Appendix A.

**Photography requirements**

See Annex A: Bermuda Bridges Specification for Ground Investigations, Section S1.8.19

**Quality Management System**

Quality management to ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007 is required.

## E. PRE-CONDITIONS OF AWARD

**Safety and Health**

All works must be carried out in strict accordance with the Bermuda Occupational Safety & Health Act, 1982 and Occupation Safety and Health Regulations of 2009. Alcohol, Smoke and Drug-Free Policy: All Government buildings and work sites are designated as alcohol, smoke and drug-free.

The work on site shall not commence until the Employer is satisfied that a suitable and sufficient Health and Safety Plan, complying with the current Regulations, has been produced for the works.

**Insurance**

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

## F. RATED CRITERIA

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Category** | **Weighting** | **Threshold** |
| 1 | Pricing | 40 | N/A |
| 2 | Responsiveness | 5 | N/A |
| 3 | Understanding of Scope of Works | 10 | N/A |
| 4 | Experience and Qualifications | 25 | N/A |
| 5 | Revelant Projects and References | 10 | N/A |
| 6 | Local Benefits | 5 | N/A |
| 7 | Performance on Previous Government Projects | 5 | N/A |

**1. Pricing**

See Appendix C - Pricing

**2. Responsiveness**

Completeness and accuracy of quotation presented.

**3. Understanding of Scope of Works**

Consideration of the following questions and requirements will be given to each respondent's work plan and approach (methodology).

Does the quotation show an understanding of the project objective and results that are desired for the project?

The proposed work plan should be consistent with the technical approach and methodology, showing that the respondent has a clear understanding of the scope of work and ability to translate it into a feasible working plan. A list of the final documents, including technical reports, drawings, and tables to be delivered as final output, should be included in each respondent's response.

• **The work plan and timetable** should be consistent with the work schedule.

o the main activities of the assignment, their content and duration;

o phasing and interrelations of the main activities; and

o milestones including interim approvals by the Client and dates for the delivery of the documentation.

**Quotation Exceptions:** Exceptions that a respondent may have to any of the requirements found in this RFQ must be fully explained and outlined in the proponent’s submitted response in a separate section under the heading "Quotation Exceptions".

• **Assumptions:** Each proponent should list any assumptions made in formulating their response in a separate section under the heading "Assumptions".

The following questions will be considered when each proposal is evaluated:

Are the work hours presented reasonable for the effort required to execute each deliverable or phase?

Do the proposed cost and work hours compare favorably with the Government’s estimate of the time and cost involved?

**4. Experience and Qualifications**

Each proponent should provide the following in its proposal:
1.  a brief description of the proponent;
2.  a description of its knowledge, skills and experience relevant to the Deliverables; and
3. the roles and responsibilities of the proponent and any of its agents, employees and sub-  contractors who will be involved in providing the Deliverables, together with the identity of those  who will be performing those roles and their relevant respective expertise.

The following questions will be considered when each proposal is evaluated: -

•    Are sufficient people with the requisite skills assigned to the project?
•    Does the project team understand the Government’s needs?
•    Does the proponent have the support capability required?
•    Can the proponent lead, facilitate, and coordinate project planning and execution?

• Do the persons who will be working on the project have the necessary skills?

**5. Revelant Projects and References**

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

The following questions will be considered when each proposal is evaluated: -

* Does the proponent have previous relevant and positive experience in planning and completing projects of this type and scope?
* Does the proponent have prior experience in working with public sector organizations?

**6. Local Benefits**

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

* Engagement of Bermudian employee during the project;
* Use of local businesses in the proponent’s supply chain;
* Use of local sub-contractors (if applicable);
* Safety and health record of the proponent for the three immediately preceding years of reporting
* Environmental considerations and policy (each proponent to provide a copy)

**7. Performance on Previous Government Projects**

Has the bidder performed well for the Government in previous projects?

# APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

**Notes for the Respondent**

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive proposals from all persons tendering. In recognition of this principle, each company that submits a tender will be required, by way of the signature of a duly authorized representative of the company, to confirm that the tender has been submitted without any form of collusion.

All Respondents 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 Respondent 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 Respondent and/or any party involved in the matter.

Any Respondent that submits false information in response to a proposal, and any other person or company involved in collusion, may be excluded from tendering for future contracts tendered by the Government of Bermuda.

**Confirmation of non-collusion**

I/We certify that this is a bona fide proposal, intended to be competitive and that I/We have 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 tender pack, or supplementary information provided to all Respondents.

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 RFQ Contact the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) or

(b) entering into any agreement or arrangement with any other person that he shall refrain from tendering 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 tender.

Signed

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

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

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