



Invitation to Tender For Dellwood School Gymnasium Roof Replacement

Issued: **December 1st 2017**

Submission Deadline: **Tuesday December 19th 2017 4.00pm AST**



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INSTRUCTIONS TO TENDERERS

1. ITT Timetable

Issue Date of ITT	December 1 st 2017
Site Visit	December 7th, 2017, 10:00AM at Dellwood School
Deadline for Questions	December 7th, 2017, 4:00 PM AST
Deadline for Issuing Addenda	December 9th 2017, 4:00 PM AST
Submission Deadline	December 19th, 2017 4:00 PM, AST
Anticipated Execution Date for Agreement	TBD

The ITT timetable is tentative only, and may be changed by the Government at any time.

Tenderers are encouraged to visit the sites of the said works

First site visit will commence at Dellwood Middle School at 10:00 am on December 7, 2017.

2. Tenderer’s Responsibility & Clarification Questions

It is the tenderer’s responsibility to ensure that it completely understands the requirements and instructions set out in this Invitation to Tender. Tenderers should seek to clarify any points of doubt or difficulty with the Government before submitting a Tender.

In the event that clarification is required, tenderers should submit questions via e-mail to the **ITT Contact: Mr. Dalton Burgess at dalburgess@gov.bm.**

The deadline for submitting questions is 4:00 p.m., AST, December 9, 2017.

3 Submission of Tenders

- a) The tender must be in English and the pricing in Bermuda dollars.
- b) Tenders shall be submitted on the forms furnished along with all details as noted in clause 16 below.
- c) All completed tenders must be returned in sealed envelopes and clearly marked Tender for New Gym Gymnasium Roof at Dellwood Middle School Attention Mr. Dalton Burgess
- d) Tenders received later than this time will not be considered.
- e) **Tender to be submitted at the prescribed locations:** Tenders must be placed in the **Tender Box of the Ministry of Public Works, Located on the 3rd Floor of the General Post Office Building, 56, Church Street, Hamilton, HM12**



4. **Amendment of Tenders**

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

5. **Withdrawal of Tenders**

Tenderers may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the ITT Contact prior to the Submission Deadline and must be signed by an authorized representative of the Tenderer. The Government is under no obligation to return withdrawn bids.

6. **Tenderer to Bear Their Own Costs**

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

7. **Tender to be retained by The Government**

The Government will not return the tender or any accompanying documentation submitted by a Tenderer.

8. **Rejection of Tenders**

The Government reserves the right to reject any or all Tenders and is not bound to accept the lowest Tender.

9. **Tender Documents and Site Conditions**

Each Tenderer, by submitting its Tender, represents that an authorized representative of the Tenderer has read and understands the Tender Documents, and has visited the site and familiarized himself with the conditions under which the works are to be performed.

10. **Alterations**

No alterations are to be made to the Form of Tender except in filling in the blanks as indicated. If any such alterations are made, or if these instructions are not fully complied with, the Tender may be rejected.

11. **Period of Validity of Tender**

The Tenderer shall abide by this Tender for a period of **One Hundred and Twenty (120) calendar days** from the deadline for receipt of Tenders.

12. **Safety and Health**

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



13. Insurance
The Tenderer shall submit evidence with its Tender, such as a copy of a certificate or a letter from its insurers, confirming Third Party Insurance has been retained for the amount shown in the Schedule to the Agreement and for the duration of the Works.
14. Tender Opening
The tender opening will not be held in public.
15. Evaluation and Comparison of Tenders
 - a) The tenders submitted will be evaluated in a two-stage process. During the preliminary stage, a determination will be made as to whether all requested information has been provided. A short list of potential contractors will be developed, and their tenders will be scored utilizing an evaluation matrix with the following evaluation criteria: (i) experience and capacity; (ii) financial analysis; and (iii) any previous work performed for the Government. Scores will be entered in to the evaluation matrix.
 - b) The tender assessment will take into consideration the submitted tender documents inclusive of each Tenderer's prices, schedule of rates, proposed methodology, qualifications, overall relevant experience in relation to this type of work, and the applicable qualifications of the team and each team member proposed to be used to undertake the work. The Government reserves the right to accept or reject any variations, deviations or alternative offers. Variations, deviations and alternative offers and other factors which are in excess of the requirement of the tendering documents or otherwise result in the accrual of unsolicited benefits to the Government shall not be taken into account in the tender evaluation.
16. **Tenderers must provide the following information, if they do not their tenders maybe rejected.**
 - i. Details of up to three projects completed by your company which are similar to the works described.
 - ii. Tenderers must submit with their Tenders a proposed operational plan containing the following:-
 - a) Overall methodology for execution of the works including crew size, number of crews and planned days.
 - b) Tenderers shall also submit with their tender a complete list of any sub-contractors utilized.
 - iii. Provide three (3) references from prior clients. These may be in the form of written letters from the clients or contact information.
 - iv. Indicate whether your company provides apprenticeships/training positions. If no apprenticeship or training positions exist, indicate whether your company provides training to current employees.
 - v. Indicate the total number of employees working at your company and the number and percentage of Bermudian employees.



- vi. Provide a list of your company's principals on the provided form.
- vii. Provide a copy of your Companies Certificate of Incorporation as a registered company in Bermuda.
- viii. A Certificate of Confirmation of Non-Collusion. The Certificate of Confirmation of Non-Collusion form must be signed and returned with contractor's response.

17. Reserved Rights and Limitation of Liability

17.1 Reserved Rights of the Government

The Government reserves the right to

- (a) make public the names of any or all Tenderers;
- (b) make changes, including substantial changes, to this ITT provided that those changes are issued by way of addendum in the manner set out in this ITT;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any Tenderer and incorporate a Tenderer's response to that request for clarification into the Tenderer's bid;
- (d) assess a Tenderer's bid on the basis of: (i) a financial analysis determining the actual cost of the bid 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 ITT, consider any other relevant information that arises during this ITT process;
- (e) waive formalities and accept bids that substantially comply with the requirements of this ITT;
- (f) verify with any Tenderer or with a third party any information set out in a bid;
- (g) check references other than those provided by any Tenderer;
- (h) disqualify a Tenderer, rescind a notice of selection or terminate a contract subsequently entered into if the Tenderer 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 Tenderer other than the Tenderer whose bid reflects the lowest cost to the Government;
- (j) cancel this ITT process at any stage;
- (k) cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables;
- (l) accept any bid in whole or in part; or
- (m) reject any or all bids;

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



17.2 Limitation of Liability

By submitting a bid, each Tenderer 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 ITT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the Tenderer waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Government's decision not to accept the bid submitted by the Tenderer, to enter into an agreement with any other Tenderer or to cancel this bidding process, and the Tenderer shall be deemed to have agreed to waive such right or claim.

18. Governing Law and Interpretation

These Terms and Conditions of the ITT Process

- (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 the Country of Bermuda applicable therein.

Award of Contract

- a) The Government will award the contract to the tenderer whose proposal has been determined to be substantially responsive to the tender documents and who, in the opinion of the Government, has offered the best proposal taking into consideration the price, the contractor's capability and available resources to carry out the contract effectively and the contractor's schedule. This may not be the lowest priced proposal received.
- b) The Government does not bind itself to accept the lowest or any proposal and reserves the right to reject any proposal and to annul the tendering process and reject all tenders, at any time prior to award of contract, without thereby incurring any liability to the affected tenderer or tenderers, or being under any obligation to inform the affected tenderer or tenderers of the grounds for the Government's action.
- c) The Government may declare the tender void when it is evident that there is a lack of competition or there has been collusion. All proposals may be rejected if substantially higher than the budget.



18. Notification of Award

- a) Prior to the expiration of the period of tender validity prescribed in paragraph (6) of these instructions the Government will notify the successful tenderer by email and/or registered letter that its tender has been accepted. This letter (hereinafter and in the Conditions of Contract called “Letter of Acceptance”) shall name the sum which the Government will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called “the Contract Amount”).
- b) The successful Tender together with the Letter of Acceptance will constitute the formation of a binding contract unless and until a formal agreement is executed.
- c) The Government will promptly notify the unsuccessful tenderers in writing.

19. Signing of Contract Agreement

- a) At the same time that the Government notifies the successful tenderer(s) that its tender has been accepted, the Government will send the tenderer, the Form of Agreement provided in the tendering documents, incorporating all agreements between the parties.
- b) Within 14 days of receipt of the Form of Agreement, the successful tenderer shall sign the Form and return it to the Government.

End of Instructions to Tenderers



APPENDIX (A) SCOPE OF WORK WITH SPECIFICATIONS (See attached Drawings S-01 and Site Hoarding)

A. THE DELIVERABLES

The work comprises removing existing roof membrane and install new roof membrane

DIVISION 01. GENERAL REQUIREMENTS

01500 - Temporary Facilities and Controls

This work shall consist of the application of temporary measures throughout the life of the project. **All works are to be limited to the roof only.**

01510 - Temporary Utilities

All connections and extensions required to provide temporary utilities shall be made by the Contractor at the Contractor's expense.

01511 - Temporary Electricity

Contractor is to connect to existing power service without disrupting local service requirements.

01518 - Temporary Water

Contractor is to connect to an existing water source for construction operations.

01523 - Sanitary Facilities

The Contractor will be able to use the existing sanitary facilities, which he shall maintain in a neat and sanitary condition.

01530 - Temporary Construction

The contractor shall provide and maintain for duration of work all required temporary stairs, ladders, ramps, runways and hoists for use of all trades.

01540 - Construction Aides

The contractor to provide all construction aids needed during construction which shall include but not limited to; hoists, etc.

01542 - Construction Scaffolding and Platforms

The contractor shall provide and maintain for duration of work all required temporary standing scaffolding and 'Independent tied' scaffold or alternative safety harness system.

01550 - Vehicular Access and Parking

Arrange parking areas to accommodate construction personnel.

01560 - Temporary Barriers and Enclosures

The contractor shall provide barriers to prevent unauthorized entry into construction areas and to protect existing facilities and adjacent properties from damage from construction operations. Install barricades and covered walkways required by governing authorities for public right of ways.



01600 - Product Requirements (Scope of Work)

All materials shall be installed in strict accordance with the manufacturer's written specifications or Material's Institute Standards. Where the manufacturer's recommended details are used, the manufacturer shall be responsible for the performance of their product. All Items not specifically mentioned that are required to make the work complete and operational shall be included.

Installation and Storage - All materials, supplies and equipment shall be installed per manufacturer's recommendations and per applicable codes and requirements. Material stored on site shall be protected from damage by moisture, wind, sun, abuse or any other harmful affects.

01700 - Execution Requirements

The execution of all work shall be in strict accordance with these specifications and manufacturer's written specifications or Material's Institute Standards. Where the manufacturer's recommended details are used, the manufacturer shall be responsible for the performance of their product. All work not specifically mentioned that is required to make the work complete and operational shall be included.

Codes - Construction shall comply with all applicable building codes. It is the responsibility of the Contractor to insure compliance with said codes and modify the specifications as needed to comply with such codes.

Measurements - The Contractor shall check and verify all dimensions and conditions before proceeding with construction.

Workmanship - Workmanship shall conform to the best and highest standards of quality in each trade and shall include all items of fabrication, construction and installation. All work shall be completed by skilled tradesmen and mechanics. Installation of all equipment and materials shall be in strict accordance with manufacturer's recommendations.

Insurance - Builders Risk Insurance shall be maintained by the contractor during the course of construction until final acceptance by the owner. All bonding and insurance requirements shall be coordinated with the Owner prior to beginning construction. All contractors shall provide and be solely responsible for necessary barricades and safety precautions, and strictly adhere to all governing codes on safety, including the OSHA Act.

01740 - Cleaning

Construction site is to be in a clean and orderly condition throughout the construction process. At the conclusion of construction, the project shall be properly cleaned. This should include but not be limited to; cleaning the exterior glass, surfaces exposed to view, remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, and remove all waste and surplus materials.



DIVISION 02. ROOFING

02000 - General

Contractor shall provide labor and materials pertaining to Steel Deck and TPO membrane roof covering installation as specified herein, while complying with all applicable building codes.

DIVISION 04. MASONRY

04000 - General

Contractor shall provide labor and materials pertaining to masonry work as required and as specified herein, while complying with all applicable building codes.

04002 – Masonry Up-Stand

Allow for raking out all loose pointing and repointing. Allow for making good all defective areas of masonry as necessary.

DIVISION 05. STEEL DECK

Contractor shall provide labor and materials pertaining to Steel Deck work as specified herein, while complying with all applicable building codes.

05001 – Steel Deck

The steel deck shall comprise “Epcore” (or similar approved) galvanized roof metal deck with galvanized mechanical fixings. The steel deck and its fixings shall be all in accordance with ASCE 7 category D, which the contractor will be required to verify prior to installation.

DIVISION 06. CARPENTRY

06000 - General

Contractor shall provide labor and materials pertaining to carpentry work as specified herein, while complying with all applicable building codes.

06105 – Plycem Boarding

The contractor is to allow for installing new ½” (Plycem) fiber reinforced cement board over the newly installed steel deck to the Gym roof.



DIVISION 07. WATERPROOFING AND ROOF DRAINAGE

07000 - General

Contractor shall provide labor and materials pertaining to moisture protection work as specified herein, while complying with all applicable building codes.

It should be noted that the works will be carried out whilst the buildings are occupied.

The contractor is to ensure that roof covering works are carried out during forecasted dry weather conditions. The contractor is to allow for alterations and repositioning the existing temporary tarpaulins etc. necessary to protect the interior areas during the course of the roof covering works.

The Contractor is to review Drawing S.1 – Roof Plan in conjunction with this specification.

07110 – Waterproofing,

Contractor shall provide labor and materials pertaining to moisture protection work as required and as specified herein, while complying with all applicable building codes.

The contractor is to allow for the resurfacing of the existing roofs with a new **Carlisle Sure Weld or Duro-Last Single Ply TPO roof** covering or a similar approved product.

07500 - Membrane Roofing

The contractor shall provide and utilize appropriate roof slopes, drainage system(s), cants, flashing, protection devices and materials necessary for an effective roof system. All Roofing techniques, systems and materials utilized should be "time proven" (15 years) and constructed as "composite" systems instead of applications. Roofing shall be performed by professionals who are fully qualified and approved as specified by the manufacturer.

Design Requirements

Slopes to drain should be unobstructed by above-roof building elements, equipment curbs, or similar objects. Where such obstructions are unavoidable, provide cants, saddles or other means to restore positive pitch to drain. No buck laps shall be permitted anywhere in single-ply roofing membranes. All installed Roofing Systems shall meet ASCE 7 category D design standards.

Warranty Requirements - Comply with the following requirements for warranties:

New Roofs: Roofing Systems shall include a 15 year, single source warranty covering the full single ply roofing system (including all accessories) for materials and labor.

Roofing Materials

All necessary roofing materials for a given project shall be provided by a single manufacturer. All accessory materials shall be approved by that manufacturer as necessary to obtain the manufacturer's full warranty.



Roofing System

Roof Membrane - Carlisle Sure Weld fully adhered Single Ply TPO systems are to be used or a similar approved product.

All roofing membrane is to be a minimum of 60mil thick and provided in "White".

Insulation – Supply and Install roof insulation board as supplied by Celotex, Kingspan (or similar approved), which shall provide a minimum R20 Insulation value.

Location: Pitched Roofs.

Special Requirements - Re-roofing Projects.

Noise and Vibration - Consult with Project Coordinator to determine whether special requirements for evening or weekend work are necessary.

Dust Protection - Contractor shall provide dust protection over occupant's equipment and furnishings (where appropriate). Dust protection shall include top floor areas that are occupied. Where occupant's activities may be particularly sensitive to dust, dust protection shall be provided by contractor regardless of presence of suspended ceiling. Dust protection shall be applied and removed in coordination with occupant's operations.

07600 - Flashing

Supply and Install **Carlisle Sure weld or Duro-Last TPO** flashing (or similar approved product) at all joints of walls and other connection points to prevent the infiltration of water.

07716 – Caulking

Carefully rake out all existing caulking to the joints of the copings and carryout replacement of this exterior caulking.

All exterior caulking shall be either external quality **Dow Corning** or Marine quality caulk 5200 as supplied by **3M** or similar to the prior approval of the contract administrator. Caulking shall be applied in accordance with the manufacturer's instructions, including surface preparation but excluding weep holes. Closed-cell polyethylene backer-rod must be used in all joints deeper or wider than 1/4"; such joints shall be kept to a minimum in any event. Caulk shall be guaranteed non-staining, non sagging type. Caulk color shall match closely the finish of the masonry.

Joints and spaces to be caulked shall be thoroughly clean, dry, free of paint, putty oils, grease, dust and other foreign matters, and shall be primed if necessary. All caulking shall be removed from areas to receive new caulk. All surfaces to accept caulk shall be left broom clean before new application.

Application of caulk to the masonry, plaster, surfaces shall be provided in a manner recommended by the manufacturer. Caulk beads should be smooth and slightly concave, Excess, messy, or convex caulking will not be permitted, nor beads exceeding 3/8" wide.



All caulking shall be done using an approved type of caulking gun and applying the material under pressure, except where the use of a sun is not practical. Caulk joints shall be tooled immediately upon application to assure maximum adhesion and neat joint appearance.

07720 – Rainwater Goods

Remove all existing and Install new 6” PVC gutters and 4” PVC downspouts throughout. Attach every 2’-6” on center (OC) with non-ferrous straps and/or fasteners/screws. Include for all gutter/downspout connectors and stop ends



B. MATERIAL DISCLOSURES

The contractor shall provide all materials, chemicals and equipment necessary to carry out the above services as well as the consumables to be provided such as all paper products, trash receptacles bags, soap and cleaning equipment to undertake their duties. The Contractor also shall adhere to the guidelines of the Safety and Health Act, and the Department of Health regulations for the proper disposal of any hazardous and unsafe materials from occupied premises.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each bid must include pricing information that complies with the instructions contained in pricing (Form of Tender Appendix B).

2. Form of Tender (Appendix C)

Each bid must include a Submission Form (Appendix C) completed and signed by an authorized representative of the bidder.

3. Certification Of Conformation Of Non-Collusion (Appendix D)

4. Addenda Acknowledgement form (Appendix E)



APPENDIX B

FORM OF TENDER and PRICING

(Note: all sheets form part of the tender)

Dellwood Roof Replacement

Dellwood Gymnasium Roof Replacement
 Building #0372

TO: PERMANENT SECRETARY, Ministry of Public Works

The tender has carefully examined the tender documents and visited the sites for the above work, we the undersigned, offer to undertake the Removal and new installation of Dellwood Gymnasium Roof, in accordance with the terms and conditions outlined in the draft contract for the specifications. **Tenders will only be accepted in respect of the entire scope of works and not on individual elements.**

Tenderers are asked to completely full the table below.

Dellwood Roof Replacement	
Total Fixed Tender Sum:	\$
Total Fixed Tender Sum (words:	
Contract Period: (weeks)	

Dated this _____ day of _____, 2017
 (Name)

 (Signature)

 Duly authorized to sign tenders for and on behalf of:
 (Firm)

 (Address)



Price Breakdown

No	Description	Total	
1	Remove Existing Roof	\$	
2	Install Cement Board	\$	
3	Install Roof Membrane	\$	
4	General Requirements	\$	
5	Owners Allowance	\$20,000.00	
	Total Cost	\$	

Schedule of Unit Rates

No	Description	UNIT	RATE	
1	Labour	per hour	\$	
2	Skilled Labour	per hour	\$	
3	Supervisor	per hour	\$	
4	Carpenter	per hour	\$	
5	Manson	per hour	\$	
	Total Cost		\$	

All prices (in Bermuda dollars) in the schedule are to be **inclusive of overhead and profit**. These rates may be used for determining additions to, and deletions from, the contract sum.



FORM OF TENDER CONTINUATION

(Note: all sheets form part of the tender)

General:

1. We declare that this tender is made without any connection, comparison of figures or arrangements with or knowledge of any other corporation, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.
2. We acknowledge that the Government is not bound to accept the lowest or any tender, and will not accept any late tender.
3. We confirm that we, the undersigned, are conducting business as a proper legal entity and are not delinquent in making payments to the Government for Social Insurance contributions, Payroll Tax or any other debt recorded by the Accountant General's Debt Collection Section.
4. We confirm that we have submitted a bona fide Tender, intended to be competitive and we have not fixed or adjusted our Price by or under or in accordance with any agreement or arrangement with any other tenderer.
5. Having examined the Site, the Tender Documents and Addenda Nos. _____ inclusive for the execution of the above named Work we, the undersigned, offer to provide the Named Work in accordance with the **Instructions to Tenderers, Forms of Tender and related documents**, specification (Herein called the *Tender Documents*).
6. We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to provide the Works comprised in the *Contract Documents*.
7. We confirm that our Tender shall remain open for acceptance by the Government of Bermuda for a period of **One Hundred and Twenty (120) calendar days** from the date of this undertaking and shall be irrevocable during this period.
8. We understand that Government may accept/reject any tender it may receive.
9. We undertake to commence the work within **FOURTEEN (14) calendar days** of the date of the acceptance of this tender.
10. Unless and until a formal agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
11. We consent to the collection and use of any information we give to the Government in response to this solicitation document and waive any right to challenge any decision made by the Government to disclose the information.



Dated this _____ day of _____, 2017

(Name) _____

(Signature) _____

Duly authorized to sign tenders for and on behalf of:

(Firm) _____

(Address) _____



APPENDIX C SUBMISSION FORM - COMPANY PROFILE

We confirm that we, the undersigned, are conducting business as a proper legal entity and are not delinquent in making payments for outstanding debts for Government receivables such as, Social Insurance contributions and Payroll Tax.

This tender is submitted by the authorized representative of the company as indicated below:

	Company Details
Company's Legal Name:	
Company's Address:	
Company's Website	
Company's Authorized Representative and contact details	
E-mail Address:	
Work Telephone	
Cell:	
Fax:	
Today's Date:	
Social Insurance No:	
Nine (9) Digit Payroll Tax No:	
List of Company Directors and titles:	

Sub-Contractors

In the event that we, the undersigned, are awarded the Contract for the work, we will employ the firms listed below as sub-contractors.

All sub-contractors shall be approved by the Government; such approvals being finalized prior to the award of the contract. The successful tenderer will not be permitted to change any sub-contractor without the Government's approval.

In the event that we employ a sub-contractor not approved by the Government, we will



agree to immediately replace this sub-contractor with an approved sub-contractor. We will accept full responsibility for all damages and costs incurred by the Government (including, but not limited to, any and all costs relating to the discharging of liens brought on by any unapproved sub-contractor) as a result of employing an unapproved sub-contractor.

Trade	Sub-Contractor

The Bermuda Government is committed to having a sustainable workforce and therefore makes it a compulsory requirement for all Tenderers to provide a company profile of employees [the number and names of Bermudians and non-Bermudian employees, their job categories and information with respect to training that is provided for employees] with their tender for these works.

Employee Name	Bermudian Yes / No?	Job Category

Note: Continue on another page if necessary



APPENDIX D CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the tenderer

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive Tenders 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 tenderers must complete and sign a Certificate of Confirmation of Non-Collusion. Any tenders 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 tenderer 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 tenderer and/or any party involved in the matter.

Any tenderer that submits false information in response to a tender, 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 Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender 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 tenderers.

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 tender administrator 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) Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender 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



FORM OF TENDER (CONTINUATION)
(Note: all sheets form part of the tender)

Appendix E Addenda Acknowledgement form

FOR THE REMOVAL AND INSTALLATION OF THE NEW GYMNASIUM ROOF
AT DELLWOOD MIDDLE SCHOOL

We confirm having completed all parts of this form; and received and complied with all addenda (if any) as follows:

Insert addenda # _____

SIGNED:
(Signature) _____

(Block letters) _____

ON BEHALF OF:
(Company) _____

(Mailing address) _____

(Email) _____

(Contact #'s) (Telephone) _____

(Cell#) _____

DATE: _____