



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

**Request for Proposals  
For  
Fire System Maintenance for Tynes Bay Waste to Energy Facility**

**Request for Proposals No.: 11252021**

**Issued: Friday March 04, 2022**

**Submission Deadline: Tuesday March 29, 2022 03:00:00 PM AST**

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## **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 **Fire System Maintenance for Tynes Bay Waste to Energy Facility**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda, Ministry of Public Works is issuing this Request for Proposal (RFP) for the purpose of obtaining proposals from qualified Service Providers capable of supplying all labour, materials, equipment, and supervision necessary to provide maintenance, inspection, testing services, and related repair services (“Work”) as required to the Fire Protection Systems and Exit and Emergency Lighting Systems according to the scope of work provided, at the Tynes Bay Waste-to-Energy Facility located at 31 Palmetto Road, Devonshire.

The maintenance of the aforementioned systems will be a multi-year contract with monthly commitments including monthly reporting, monthly meetings and emergency call-outs for technicians.

### **1.2 RFP Contact**

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

Mr. Daniele Bortoli at email [dbortoli@gov.bm](mailto:dbortoli@gov.bm)

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

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

Mr. Daniele Bortoli at email [dbortoli@gov.bm](mailto:dbortoli@gov.bm)

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 of Agreement 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. The term of the Agreement is to be for a period of 3 years, with an option in favour of the Government to extend the Agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to 2.

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

## 1.4 RFP Timetable

### 1.4.1 Key Dates

Issue Date of RFP	Friday March 04, 2022
Pre-Bid / Site Meeting	Friday March 11, 2022 10:00 AM
Deadline for Questions	Thursday March 17, 2022
Deadline for Issuing Addenda	Tuesday March 22, 2022
Submission Deadline	Tuesday March 29, 2022 03:00:00 PM
Irrevocability Period	120 days
Anticipated Execution of Agreement	Thursday April 21, 2022

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.

### 1.4.2 Site Visit / Pre-Bid Meeting

#### Mandatory Pre-Bid Meeting

A mandatory Pre-Bid meeting has been scheduled for this procurement. The purpose of the Pre-Bid meeting is to provide a structured and formal opportunity for the bidders to raise questions and clarify any of the proposal requirements and procurement process.

The date, time and location are provided as follows:

DATE: April 11, 2022

TIME: 10:00 AM

LOCATION: Tynes Bay Waste-to-Energy Facility

#### Site Inspections

1. Prior to the submission deadline, the Proponent will have satisfied the mandatory site visit and inspect the site and surrounding areas where The Works is to be performed. Failure to satisfy this will be disqualification of the Proposal.
2. The proponent shall be deemed to have satisfied themselves as to the form and nature of the site, the quantities and nature of The Works and materials necessary for their completion, and in general to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or affect his Proposal.
3. Proponents will be granted permission by the Government, upon application, to enter upon the site of The Works for the purpose of inspection but only upon the express condition that such person will release and indemnify the Government from and against all liability in respect of personal injury, loss of or damage to property and any other loss.
4. Proponents shall make their own assessment of existing facilities, conditions and difficulties which will affect the execution of The Works called for by the proposed contract; including local conditions, constraints due to the maintenance of traffic, labour conditions, the uncertainty of the weather, difficulties with access, and all other reasonable contingencies. Proponents shall satisfy themselves by personal examination of the site of the proposed Works and by such other means as they choose as to actual conditions and requirements, and as to the quantities required.
5. The proponent shall make and will be deemed to have made the fullest inquiries in Bermuda as to the availability of skilled and unskilled labour which he may require in the execution of the Contract and shall employ, to the extent practicable and reasonable, staff and labour from sources within Bermuda.

6. No subsequent claim will be allowed or considered for any work that may be required for the proper execution and completion of the Works, due to failure by the proponents to examine the site and make proper allowances for the conditions to be encountered.

## **1.5 Submission of Proposals**

### **1.5.1 Proposals to be Submitted at Prescribed Location**

Proposals must be submitted to:

Proposals must be submitted to:

The Ministry of Public Works, Head Office (hand-delivered, regular mail or email submissions are acceptable) located at:

Ministry of Public Works, Head Office  
3rd Floor General Post Office Building,  
56 Church Street,  
Hamilton Bermuda

**IMPORTANT: ALL HARD COPY SUBMITALS MUST BE PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE MINISTRY OF PUBLIC WORKS**

Responses should be labelled "RFX-11252021 - Fire System Maintenance for Tynes Bay Waste to Energy Facility" and include a statement of interest and information as requested in the description of requirements and output.

Electronic mail (E-Mail) submissions are accepted at [dbortoli@gov.bm](mailto:dbortoli@gov.bm).

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

In the subject line of the email, please state "RFX - 11252021 - Fire System Maintenance for Tynes Bay Waste to Energy Facility". Please ensure to send a copy of your proposal in Adobe or equivalent PDF format.

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the 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 1 original signed hard copies of their proposal or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and e-copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the proposal, the hard copy of the proposal will prevail.

The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the proponent. This authorization shall consist of a written authorization and shall be attached to the Submission Form included in (Appendix B). The name and position held by each person signing the authorization must be typed or printed below the signature. An Electronic Record of Signature will be accepted in the submission only in accordance with the requirements laid out in the Electronic Transactions Act

1999. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.

Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and will not be opened until Tuesday March 29, 2022 03:00:00 PM. The full legal name and return address of the proponent should be marked on the package as well.

#### **1.5.4 Amendment of Proposals**

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

#### **1.5.5 Withdrawal of Proposals**

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 the 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, or other length of time as mutually agreed in writing, 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 Complaints and Disputes 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**

The proponent represents, warrants, and covenants that, in connection with activities performed under this Agreement or on behalf of the Government, the proponent has not and will not offer, promise, authorise, pay, or act in furtherance of an offer, promise, authorization, or payment of anything of value, directly or indirectly, to a Government Official (as hereinafter defined), political party or party official, candidate for political office, or official of a public international organisation, in order to obtain or retain business, to secure an improper advantage or benefit of any kind or nature to person(s) related, associated or linked to the Government Official, or to secure or influence discretionary action, inaction or a decision of a Government Official(s). For purposes of this proposal, the term "Government Official" shall mean and include any official, public officer or employee of the Government, as well as an official or employee in the judicial, legislative, or military, anyone acting in an official capacity for the Government, or any immediate family member of such persons. The proponent represents, warrants, and covenants that it has complied and will comply with *The Bribery Act 2016* and all other applicable laws of any relevant jurisdiction in connection with the performance of this Agreement. Without limiting the generality of the foregoing, the proponent represents, warrants, and covenants that it has not and will not take any action that would cause the Government or anyone acting on their behalf to violate or be subjected to penalties under *The Bribery Act 2016*, or the applicable anti-corruption laws of other countries.

The proponent acknowledges and agrees that in the event that the Government believes, in good faith, that the proponent has breached this section, the Government shall have the right to immediately withdraw and terminate this opportunity and terminate any or all other agreements with the proponent.

### **3.4.8 Past Performance or Past Conduct**

The Government may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Government, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

### **3.4.9 No Collusion**

Proponents must not engage in any collusion and must sign the certificate as set out in the Certificate of Confirmation of Non-Collusion (Appendix E).

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the Government**

All information provided by or obtained from the Government in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Government and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Government; and
- (d) must be returned by the proponent to the Government immediately upon the request of the Government.

### **3.5.2 Confidential Information of Proponent**

- (a) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the *Public Access to Information Act 2010* ("PATI") or by order of a court or tribunal.
- (b) Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis to advisers retained by the Government to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the

collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

- (c) The Proponent is responsible to ensure that they comply with the *Personal Information Protection Act 2016* (“PIPA”), related to any information in the proponent’s custody, care or control.

### **3.6 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;

(n) enforce indemnity, limitation of liability or other rights that the Government may have;

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, public officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any loss or expense suffered or incurred by the proponent, arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity to earn money or any other loss suffered or incurred by the proponent 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 to earn money or any other loss suffered or incurred by the proponent 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, upon entering into 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 Ministry of Public Works' Service Agreement / NEC 3 Service Agreement has been selected for use. The Proponent shall review and understand the service levels which the Ministry shall expect as the standard service.

See Annex A - MPW / NEC 3 Service Agreement

Note - this template specifically contemplates no negotiation and as such there can be no changes to the Form of Agreement after posting.

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

<p>Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.</p> <p>If the company is incorporated and registered, then a Certificate of Incorporation and a Certificate of Incumbency is required and must be submitted with the Submission Form.</p> <p><b><u>Declaration of Interest:</u></b> The proponent shall provide details of its ownership and/or managerial structure upon request from the Government. The proponent shall also provide a statement of whether or not it has any relevant and material interest relevant to the provision of goods or services. Such statement shall be provided at least annually or if there is any change in the interest of the proponent</p>	
Full Legal Name of Proponent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Country:	
Postal Code:	
Phone Number:	
Proponent’s Social Insurance Number issued by the Government of Bermuda:	
Proponent’s Payroll Tax Number issued by the Government of Bermuda:	
Proponent’s Registration Number issued by the Bermuda Registrar of Companies (if incorporated):	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

## 2. 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:

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**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 of the Agreement, in the form set out in Appendix A to this RFP in accordance with the terms and conditions 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.

END OF APPENIDIX B

**SAMPLE CERTIFICATE OF INCUMBENCY**

The undersigned being the Secretary of the company as named below (the "Company"), a company duly organised and existing under the laws of the Islands of Bermuda and having it's registered office as set out below **DO HEREBY CERTIFY** that the following is a true and correct listing of the Directors and Officers of the Company in full force and effect as of the date hereof.

DIRECTORS

List

ALTERNATE DIRECTORS

List

OFFICERS

List

IN WITNESS WHEREOF I have hereunto set my signature in accordance with the Bye-Laws of the Company.

Company Name: .....

Date: .....

\_\_\_\_\_  
Secretary/Director

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes, which should be itemized separately.
- (c) Pricing quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

### 2. Evaluation of Pricing

Pricing is worth 25 points of the total score.

Pricing will be scored based on the formula below. Each respondent will receive points of the total possible points allocated to price for the particular category it has bid on, which will be calculated by the following formula.

2.1 Price (include all cost) 5 = lowest bid, 4 = next lowest, etc. until 0 = most expensive

2.2 The respondent is in a stable financial position

Following financial checks, i.e., checking a bank reference, the following scores should be awarded. 5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

2.3 The respondent has no outstanding Government debt

Following financial checks with Social Insurance, the Accountant General's Department's Debt Collection Section, and the Tax Commissioner, the following scores should be awarded: 5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

In addition to any 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**

<b>Deliverable Category</b>	<b>Pricing Structure</b>	<b>Instructions</b>	<b>Price</b>
Fire alarm maintenance	Annually	See Bid Forms and Price List A & B.	
Fire suppression maintenance	Annually	See Bid Forms and Price List A & B.	
Emergency Lighting and Exits Signs	Annually	See Bid Forms and Price List A & B.	
Additional Service Information	Annually	<p>The Proponent shall provide all work necessary to perform the Service as defined in this proposal. Compensation for this work shall be made monthly based on those costs listed on Price List 'A'. All companies shall indicate a regular hourly labour rate and after hours labour rate on Price List 'B' included in this RFP, to serve as the basis for negotiations of compensation for providing those services described as "Extra Work" in this RFP. After hours labour rates may only be billed from 5:01 PM to 7:59 AM (for example, or pre-approved alternate Contractor's normal business hours) weekdays, on weekends, or Government observed statutory holidays.</p> <p>All companies shall indicate a material mark-up rate on Price List 'B' included in this RFP, to serve as the basis for negotiations of compensation for providing materials that may be acquired for those services described as "Extra Work" in this RFP.</p>	

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

#### Fire alarm maintenance

The fire alarm system consists of all devices (i.e. smoke/heat detectors, strobes, horns, beam detectors, control panel, pull stations) at the Tynes Bay WTE Facility and the Seawater Pumping Station, which detect early signs of fire. This can be either automatic by heat and smoke detectors or manual by emergency pull stations. Once a fire has been detected the personnel must be alerted by either horn, strobe, or combination of horn/strobe devices. All of these signals are registered at the fire alarm control panel which designated the appropriate action.

Where items of equipment are missing, the Proponent shall update the drawings and submit them to the Ministry of Public Works.

The attached drawings is an excerpt from the Tynes Bay Waste to Energy Facility Fire Safety Plan manual, last revised November 2021. This has been modified for the purposes of this Contract (i.e. N.I.C. notations for work that is Not in Contract). The *Ministry* makes no representation as to the completeness or accuracy of these drawings. The Proponent shall report to the *Ministry* any discrepancies found.

The Proponent shall submit for review and approval, their own detailed schedule and forms for the Fire Alarm System Maintenance Services as specified herein (see Fire Safety Systems Maintenance Information).

The Proponent shall complete and submit a certified Fire Alarm Inspection and Testing document to NFPA72-2010 standards, upon completion of the annual fire alarm system testing and inspection.

Proponent should be aware of the weekly, monthly and annual commitments. Refer to Annex C Fire Safety Systems Maintenance Information, for additional information.

See Annex B - Drawings

#### Fire suppression maintenance

The fire suppression system consists of the sprinkler system and foam system which are both installed in the plant, and the water storage tanks / devices which provide the water / material in the event of a fire. The following items are to be regularly inspected and serviced:

1. Wet pipe automatic sprinkler systems;
2. Pre-action sprinkler systems;
3. Deluge sprinkler systems for the exterior transformers;
4. Clean agent suppression system for the control room;
5. Water cannons at the refuse bunker;
6. Hose cabinets, hoses, valves, reels and water monitors;
7. Water supply storage tanks located at lower level, beneath Tipping Hall;
8. Fire pumps located in the fire pump room, adjacent to the Tipping Hall;
9. Sea Water Pumping Station located adjacent to the North Shore Road entrance;
10. Fire hydrants and monitors;

11. Standpipe system and hose valves;
12. Siamese connection;
13. Smoke evacuation system; and,
14. Compressors.

The Proponent shall compare and confirm the installed equipment to the Ministry's drawings and return to the Ministry.

The Proponent shall submit for review and approval, their own detailed schedule and forms for the Fire Suppression System as specified herein.

Proponent should be aware of the weekly, monthly and annual commitments. Refer to Annex C Fire Safety Systems Maintenance Information, for additional information.

See Annex C - Fire Safety Systems Maintenance Information

### **Emergency Lighting and Exits Signs**

Monthly and annual audits are required for the emergency lighting system (including ballasts) and exit signs throughout the Tynes Bay WTE Facility and the Seawater Pumping Station.

The Proponent shall submit for review and approval, their own detailed schedule and forms for the emergency lighting and exit signs as specified herein (see Fire Safety Systems Maintenance Information)

Proponent should be aware of the weekly, monthly and annual commitments. Refer to Annex C Fire Safety Systems Maintenance Information, for additional information.

### **Additional Service Information**

Servicing tasks shall vary according to the maintenance schedules found in the Maintenance Schedules section of the Fire Safety Systems Maintenance Information attachment where guidance on the requirements can be found for monthly, semi-annual and annual inspection and maintenance requirements.

See Annex D - Additional Service Information

## **B. MATERIAL DISCLOSURES**

### **Fire alarm maintenance**

In order to better understand the deliverables for the fire alarm systems, two recent reports have been submitted, which details the works done to maintain the systems.

See Annex E - Fire Alarm Systems Reports

### **Fire suppression maintenance**

In order to better understand the deliverables for the fire suppression system, a sprinkler report by Vipond is attached to these documents. Although the report was delivered in 2013, maintenance works have been ongoing throughout.

See Annex F - Vipond Sprinkler Report

### **Emergency Lighting and Exits Signs**

Drawings are presently archived. The site visit will be necessary to understand the requirements and quantities of the emergency lighting and exit sign systems with the Tynes Bay WTE Facility and the Sea Water Pumping Station. In the eventuality that drawings are not provided, the Proponent shall prepare a drawing plan which outlines the locations of each devices.

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix B)**

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

### **2. Pricing (Appendix C)**

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

### **3. Certificate of Confirmation of Non-Collusion (Appendix E)**

Each proposal must include a Certificate of Confirmation of Non-Collusion Form (Appendix E) completed and signed by an authorized representative of the Proponent.

### **4. Company Certificate of Incorporation**

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

### **5. Other Mandatory Submission Requirements**

#### **Company Information, Insurance and Liabilities to Third Parties**

Proponent is to complete the Company Information Form and provide the following:

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

See Annex G - Company Information Form

#### **Company Qualifications and References**

Each proposal must include a description of your company with areas of expertise that are relevant to the submission. Proponents are expected to produce a list of relevant reference projects including descriptions of the work done and the value of the contract. Maintenance and/or installation experiences are desired.

See Annex H - Company Qualifications and References

## **D. MANDATORY TECHNICAL REQUIREMENTS**

### **Technicians, Personnel, Certifications, Experience and Capabilities**

Personnel and Technician name(s), certifications, job experience, and capabilities shall be given for each person to be assigned to this contract. Provisions must be given for substitute personnel. It is expected to understand the level of competence of each team member from the project lead through to the technicians servicing each item of equipment.

See Annex I - Personnel Qualifications

### **Method statement and demonstrated knowledge**

In this section, Proponents are requested to demonstrate their understanding of the tasks and services requested in the Service Information, and provide their

Work Proposal/Approach to accomplish the services described in this RFP. In addition, in this section demonstrate how assigned technicians will respond within the specified time limits for responding to emergency and urgent work requests. Include a discussion of how assigned staff will respond to after-hours and emergency work and where the company's equipment and vehicle storage yard is located.

### **Social, Economic and Environmental**

Proponent is required to complete the Local Benefits (i.e. social, economic and environmental) form. See Annex N.

Provide a copy of the Company's Environmental Policy.

Provide a copy of the Environmental Standard Operating Procedures documenting the tasks and responsibilities associated with managing waste, recyclable, and salvageable materials collected during the execution of the Work.

Provide a copy of the Company's Safety and Health Policy.

Provide a Safety and Health Plan for Fire Protection System Maintenance

### **Price List**

The Proponent shall provide all work necessary to perform the Service as defined in this proposal. Compensation for this work shall be made monthly based on those costs listed on Price List 'A'. All companies shall indicate a regular hourly labour rate and after hours labour rate on Price List 'B' included in this RFP, to serve as the basis for negotiations of compensation for providing those services described as "Extra Work" in this RFP. After hours labour rates may only be billed from 5:01 PM to 7:59 AM (for example, or pre-approved alternate Contractor's normal business hours) weekdays, on weekends, or Government observed statutory holidays.

All companies shall indicate a material mark-up rate on Price List 'B' included in this RFP, to serve as the basis for negotiations of compensation for providing

materials that may be acquired for those services described as "Extra Work" in this RFP.

See Annex J - Price List A & B

### **Additional Forms**

The Proponent shall also certify the following form:

- Agreement Acknowledgement

See Annex K - Additional Forms

## **E. PRE-CONDITIONS OF AWARD**

### **1. Financial Checks**

Prior to awarding a contract to the selected proponent, the contracting department will perform financial checks to confirm whether the proponent is delinquent in making payments to the Government for Social Insurance contributions, Payroll Tax or any other debt recorded by the Accountant General's Debt Collection Section, and will perform a check with the Bermuda Registrar of Companies to confirm whether the proponent is a proper legal entity that is in good standing.

N/A

## **F. RATED CRITERIA**

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

Please set out the information requested below under headings that correspond with the numbered categories. Any preprinted material should be attached separately and referenced in the appropriate sections. Submission should not exceed twenty (20) pages excluding attachments.

<b>#</b>	<b>Category</b>	<b>Weighting (%)</b>	<b>Threshold</b>
1	Pricing	25	N/A
2	Expertise of Company submitting Proposal	15	N/A
3	Key Personnel & Qualifications	5	N/A
4	Past Experience & References	5	N/A
5	Comprehension of Scope of Works and Proposal	15	N/A
6	Safety and Health	5	N/A
7	Social, Economic and Environmental	30	N/A
<b>Total Points</b>		100	

### **1. Pricing**

See Appendix C - Pricing

### **2. Expertise of Company submitting Proposal**

The evaluation of the most competent bidder is made clear in the RFP document. This outlines weightings for expertise, experience, health and safety and so on. Price is not the most important aspect of the bid; rather, competence is.

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 subcontractors 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 clearly demonstrate the ability to meet the Government's requirements?
- 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?
- Has the proponent performed well on previous Government Projects?
- Is the proponent able to complete the work within the required timeframe?
- Does the proponent offer evidence that they have sufficient, suitably experienced resources available to complete the work?
- Does the bidder have a good track record of ensuring the health, safety, and welfare at work for all their employees?
- Were the proponent's referees positive about their experience of working with the contractor/vendor/supplier, and would they use the Proponent again?

### **3. Key Personnel & Qualifications**

Contractor must submit resumes / CVs of personnel.

See Annex L - Relevant Projects and References

### **4. Past Experience & References**

#### **Relevant 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 a 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?

## **5. Comprehension of Scope of Works and Proposal**

Has the contractor read all items and understood the maintenance endeavours from a month-to-month and annual basis?

The evaluation of proponents; approach to operations will be based on an assessment of each proponent approach to the Operations Phase tasks listed in deliverables and past performance of these tasks. Criteria for evaluation of this category will be divided into five (5) subcategories:

- Plan Operations
- Performance Standard Commitments
- Approach to monthly maintenance reports
- Approach to Emergency Call-outs
- Approach to Maintenance and Modification Responsibilities

The criteria will cover the approach to the month-to-month operation of the Plans and the proponent's commitment and past performance in meeting performance standards. Specific criteria will focus on the claims services functions, the audit control, and the proponent's approach to maintenance and modification on an ongoing basis. The proposed approach to organizing these functions and the proposed personnel qualifications and prior experience of the proponent will be considered.

Maintenance for the Tynes Bay WTE facility must not be interrupted. In the event of COVID-19 infections to key personnel, a statement shall also be required of how the Proponent intends to continue maintenance services.

## **6. Safety and Health**

Proponent is to submit their Safety and Health policy and especially concerning how the company intends to respond to staff infections of COVID-19. Please outline PPE practices for members of staff.

## **7. Social, Economic and Environmental**

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

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

See Annex M - Social Economic and Environmental



# **APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION**

## **Notes for the Proponents**

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

All proponents must complete and sign a Certificate of Confirmation of Non-Collusion. Any proposals submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.

If it is later found that the undertakings made below have been breached at any stage of the procurement process, then the proponent will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the proponent and/or any party involved in the matter.

Any proponent that submits false information in response to this Request for Proposals (RFP), and any other person or entity involved in collusion, may be excluded from competing for future contracts tendered by the Government of Bermuda.

## **Confirmation of non-collusion**

I/We certify that this is a bona fide proposal, intended to be competitive and that I/We have abided by the terms and conditions related to this proposal and that I/We have not fixed or adjusted the amount of the proposal or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that we have not received any information, other than that contained within the RFP pack, or supplementary information provided to all proponents.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- (a) communicating to a person other than the RFP Contact the amount or approximate amount of my/our proposed proposal (other than in confidence in order to obtain quotations necessary for the preparation of the proposal for insurance);
- (b) entering into any agreement or arrangement with any other person that he shall refrain from competing or as to the amount of any proposal to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this procurement.

By signing this document, I/we have read and agree to its terms and conditions.

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

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

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