



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

**Request for Proposals
For
Swing Bridge Replacement**

Request for Proposals No.: **44-28-75-04-N**

Issued: **Wednesday March 25, 2026**

Submission Deadline: **Wednesday July 15, 2026 03:00:00 PM Bermuda Local Time**

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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 **Swing Bridge Replacement** as further described in Section A of the RFP Particulars (Appendix D), the “Deliverables”.

The Government of Bermuda, is seeking proposals from suitably qualified and experienced parties to build a new bridge, with bascule lifting span, to replace the existing Swing Bridge located in St. George’s Parish, Bermuda. The existing Swing Bridge must remain operational until the replacement bridge is completed to maintain connectivity between Islands.

This Request for Proposals includes detailed drawings, specifications and bar schedules for the selected Contractor to follow to build the new bridge and its operation system. The Request for Proposals also describes requirements for Contractor Designed Portions of the structure (CDP). The scope of the project includes realignment of the roundabout south of the bridge; demolition of the existing Swing Bridge after completion; training for bridge operators and maintenance personnel; and bridge maintenance for a period of two years.

The successful proponent will enter into an Agreement with the Ministry of Public Works and Environment using a standard FIDIC Conditions of Contract amended by the Particular Conditions of Contract. The fee will be a Lump Sum.

The proposed project team must be competent in bridge construction of similar complexity, and have experience in similar jurisdictions, islands, or remote environments.

1.2 RFP Contact and Registration of Interest

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

Mr. Austin Kenny, Principal Structural Engineer, at avkenny@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 requested to register their interest with the RFP contact by emailing their company name and contact information to: publicworkstenders@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 requested to enter into direct contract negotiations to finalize an agreement with the Government for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Annex A) are to form the basis for commencing negotiations between the Government and the selected proponent. It is the Government's intention to enter into an agreement with only one (1) legal entity.

The term of the agreement is to be for a period of 5 years, with an option to extend the agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to 2 years. An Agreement is subject to change until fully executed.

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

1.4 RFP Timetable

1.4.1 Key Dates

| | |
|---|---|
| Issue Date of RFP | Wednesday March 25, 2026 |
| Registration Opening Date | Wednesday March 25, 2026 |
| Release of Works Information Package to Registered Proponents | Wednesday April 15, 2026 |
| Pre-Bid / Site Meeting | Friday May 08, 2026 09:00 AM |
| Sub-Contractor Engagement Meet and Greet | Friday May 08, 2026 02:30 PM to 6:30 PM |
| Registration Closing Date | Wednesday May 27, 2026 03:00:00 PM |
| Deadline for Questions | Wednesday June 03, 2026 |
| Deadline for Issuing Addenda | Wednesday June 24, 2026 |
| Submission Deadline | Wednesday July 15, 2026 03:00:00 PM |
| Rectification Period | 10 business days |
| Anticipated Ranking of Proponents | Wednesday August 19, 2026 |
| Contract Negotiation Period | 28 calendar days |
| Anticipated Execution of Agreement | Wednesday October 28, 2026 |

All times listed are Bermuda local time. The RFP timetable is tentative only and may be changed by the Government at any time. For greater clarity, business days means all days that the Government is open for business.

Registered Interested Parties will receive confirmation of their registration prior to the release of the Works Information Package. The Works Information Package will be shared simultaneously with legitimate registered proponents. **Any legitimate interested parties registering after the release of the Works Information Package will receive such Package as soon as possible after registering.** MPWE will make the best efforts to provide access within two business days of the request.

1.4.2 Site Visit / Pre-Bid Meeting

A non-mandatory meeting will be held on Friday, May 08, 2026 at 09:00 AM local time.

The meeting will start with a presentation of the overview of the project and tendering procedure. Registered Proponents will then visit the construction site, beginning at the South side of the existing Swing Bridge and walking through to the North side and back. Appropriate clothing/footwear should be worn. Attendance is strongly recommended to ensure that proponents are fully acquainted with existing conditions and limitations.

The proponent or their official representative must register their presence with the Procuring Entity representative at the start of the meeting stating the name of the company they represent, their email address, and phone number.

The purpose of the site meeting will be to visually review the site conditions, clarify scope, potential issues, and to answer questions on matters that may be raised.

Proponents are responsible to have a copy of the RFP documents and for taking their own notes during the site visits.

Further communications and confirmation of the pre-bid meeting date and location to be announced via an addendum.

Any modification of the RFP documents that may become necessary as a result of the site visits will be made through an addendum.

1.4.2.1 Sub-Contractor Engagement Meet and Greet

An informal meet and greet meeting between local sub-contractors and potential Proponents will be facilitated by Government Friday, May 08, 2026 at 2:30PM.

Sub-contractors present may include:

- General contractors
- Marine contractors
- Welding Contractors
- Electrical
- Hydraulic
- Air Conditioning
- CCTV
- Crane and Barge owners
- Scaffolding
- Concrete suppliers
- Asphaltting
- Surveying
- Material Testing
- Land Surveying
- Quantity Surveying
- Environmental Consultants
- Structural Design
- Shipping and logistics

Further communications and confirmation of Meet and Greet date and location to be announced via an addendum.

For the avoidance of doubt the government has not pre-qualified attendees and provides no warranty or assurance as to the suitability of potential Sub-contractors that may be present.

1.4.3 Site Inspections

1. Prior to the submission deadline, it is strongly suggested that the proponent visit and inspect the site and surrounding areas where The Works are to be performed.
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 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 visual 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.
4. Proponents shall make and will be deemed to have made the fullest inquiries in Bermuda as to the availability of skilled and unskilled labour, and materials, which they may require in the execution of the Contract.
5. 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:

Tender Box
Ministry of Public Works and Environment
General Post Office Building, 3rd Floor
56 Church Street
Hamilton, HM 12
Bermuda

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the deadline will be rejected.

1.5.3 Proposals to be Submitted in Prescribed Format

To ensure that quality and pricing components of the proposals are scored separately, two envelopes should be included within an outer envelope (the Submission Envelope).

Envelope marked “Envelope A - Pricing”

Must contain 1 original of the completed Pricing Forms.

Envelope marked “Envelope B – Quality Statement and Local Benefits”

Must contain 1 original and one electronic copy of all Mandatory Requirements and any other optional documents in Microsoft Word or Adobe PDF format saved on a USB file. If there is a conflict or inconsistency between the hard copy and the e-copy of the proposal, the hard copy of

the proposal will prevail. The Quality statement must not contain pricing information relating directly to the tendered price.

Envelopes A and B must be sealed and clearly identified with the RFP title, number and name of proponent to ensure that the quality and pricing components are properly matched.

The **Submission Envelope** should be sealed and marked with:

Swing Bridge Replacement

Request for Proposals No.: 44-28-75-04-N

Attention: **Tender Opening Committee**

TENDER SUBMISSION

Do Not Open Before 3:00pm, Wednesday July 15, 2026

The full legal name and return address of the proponent should be marked on the package as well.

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

Rectifications must be submitted by electronic mail (E-mail) to publicworkstenders@gov.bm in Microsoft Word or Adobe PDF format. Documents larger than ten (10) MB must be sent within a zip file.

1.5.4 Amendment of Proposals

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

1.5.5 Withdrawal of Proposals

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

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The Government will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Government will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

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

2.3.2 Rated Criteria

The Government will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of the price will be undertaken after the evaluation of mandatory requirements, and rated criteria has been completed.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together, and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the

Government. In the event of a tie, the selected proponent will be the proponent selected by way of the lowest price.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Government or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) intended to provide the proponent advance notice of some of the key contractual provisions including indemnities, limitation of liabilities, service requirements, etc. that would be contained in the form of contract and are to form the basis for commencing negotiations between the Government and the selected proponent. Negotiations may include requests by the Government for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Government for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The Government intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Government invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Government may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Government elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals must be written in the English language only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

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

3.1.5 Information in RFP Only an Estimate

The Government and its advisers make no representation, warranty or guarantee as to the accuracy of the information or empirical data contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

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

3.1.7 Proposal to be Retained by the Government

The Government will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Government makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Government may contract

with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.9 Equivalency

When proprietary names, brands, catalogues or reference numbers are specified in the Deliverables, they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The proponent may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance and if doing so must disclose any difference in the characteristics, type, quality, appearance, finish, method of construction or performance of the material or equipment.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Government is under no obligation to provide additional information, and the Government is not responsible for any information provided by or obtained from any source other than the RFP Contact. Proponents are encouraged to notify and seek clarification from the RFP contact of any errors or areas of doubt they identify in the RFP documentation. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Government is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Government, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. All addenda will be published online at <https://www.gov.bm/procurement-notices>. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), proponents must confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Government determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Government may extend the Submission Deadline.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the Government may request further information from the proponent or third parties to verify, clarify or supplement the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The Government may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the Government's Complaints and Disputes procedures. The notice must provide a detailed explanation of the proponent's concern with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Government may disqualify a proponent for any conduct, situation or circumstances, determined by the Government, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The Government may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Government determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Proponent Not to Communicate with Media

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

3.4.6 No Lobbying

Proponents shall not in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political action or other activity whatsoever to influence or attempt to influence Parliament, the Government, or to influence or attempt to influence any legislative or regulatory action, in the selection or evaluation of any proponent.

3.4.7 Illegal or Unethical Conduct

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

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

3.4.8 Past Performance or Past Conduct

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

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

3.4.9 No Collusion

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

3.5 Confidential Information

3.5.1 Confidential Information of the Government

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

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

3.5.2 Confidential Information of Proponent

- (a) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal.
- (b) Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.
- (c) The Proponent is responsible to ensure that they comply with the *Personal Information Protection Act 2016* ("PIPA"), related to any information in the proponent's custody, care or control.

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract and No Claims

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

- (a) Participation in this RFP will not give rise to any preliminary contract or collateral contract;
- (b) No proponent shall have any claim for any compensation of any kind whatsoever (whether in contract, tort, law, equity or otherwise), as a result of participating in this RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim against the Government;
- (c) The decision to award or not to award a contract to any proponent is at the discretion of the Government. The Government shall have no liability to any proponent with respect to the awarding of a contract or the failure to award a contract to any proponent. Proponents acknowledge that the proponent that submits the proposal with the lowest price might not be awarded a contract.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Government by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

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

3.6.4 Cancellation

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

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

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

3.7 Governing Law and Interpretation

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

- (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 will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (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 terms and conditions found in the Sample Form of Agreement (Annex A) are intended to provide advance notice of some of the key contractual provisions of the Agreement, including indemnities, limitation of liabilities, service requirements, etc. that form the basis for commencing Agreement between the Government and the selected proponent.

The conditions of contract will be the General Conditions of Contract for Plant and Design-Build, 1999 Yellow Book, First Edition, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC) and amended by the Particular Conditions of Contract. The General Conditions are protected by Copyright Law, and may be purchased by each participant to the project.

See Annex A – Sample Form of Agreement

APPENDIX B – SUBMISSION FORM

1. Proponent Information

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

2. Acknowledgment of Non-Binding Procurement Process

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

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

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

5. Addenda

The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, _____ to _____ (if applicable) issued by the Government, or if no addenda were issued by the Government write the word "None". The onus is on proponents to make any necessary amendments to their proposals based on the addenda. The proponent confirms it has read, received and complied with these addenda. Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

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

7. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

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

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

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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

8. Disclosure of Information

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

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

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 its 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”).
- (b) Pricing must be provided in US Dollars, 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 and profit, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 25 points of the total score.

Pricing must be evaluated after the completion of the Rated Criteria. The evaluation team lead will conduct this part of the evaluation process for qualified bids which have met the minimum threshold score for the Quality Statement and Local Benefits Criteria.

Points will be assigned to each proposal using the following formula:

Step 1 (bidder's bid – lowest compliant bid price)/lowest compliant bid price = % in excess of the lowest bid.

Step 2 Points available - (% in excess X Points Available) = points awarded.

Where bidder's bid = Total Lump Sum Swing Bridge Replacement amount as provided in the Illustrative Activity Schedule Pricing Form. Provisional sums will not be included in the pricing evaluation.

For example, If the Lowest qualified bid is 100,000 and BID B is \$150,000. Bid B is 50% higher than lowest bid and loses 50% of the available points. If 25 points are available the lowest bid receives 25 points, and Bid B receives 12.5 points. Bids exceeding the low bid price by 100% or more receive 0 price points.

In addition to any rectification processes, or rights to verify, clarify and supplement:

(a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

(b) Arithmetical errors will be rectified on the following basis:

- 1. Where there is a discrepancy between the amounts in figures and in words, the amounts in words will prevail;

2. 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; and
3. For variations, where unit rates are used, if 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.

3. Required Pricing Information

Activity Schedule Pricing Form

The proponent shall submit an Activity Schedule Pricing Form with their proposal comprising a list of activities with a lump sum amount entered against each activity. Each amount is the sum due to the Contractor on completion of each activity, unless the activity is included in a group. Activity descriptions must be clear and complete so that the work included in each can be identified after construction. Items against which no price is entered by the Proponent will not be paid for by the Government when executed and shall be deemed covered by the other lump sum prices in the Activity Schedule Pricing Form.

An Illustrative Activity Schedule Pricing Form showing Mandatory Activities that shall be included by the Proponent is included in Annex B. The activities may be further subdivided.

The Proponent's Activity Schedule Pricing Form, and the Selected Proponent's Schedule of Payments based on actual progress, will form part of the Agreement Data. The Agreement shall be for the whole works as detailed in these documents and based on the completed pricing information, as submitted by the proponent.

See Annex B – Illustrative Activity Schedule Pricing Form

Unit Rate Schedule

The Proponent is also requested to submit a Unit Rate Schedule that may be used as a basis for valuation of variations.

See Annex C – Unit Rates Schedule

APPENDIX D – RFP PARTICULARS

The Government of Bermuda is seeking proposals from suitable qualified and experienced parties to build a new viaduct with a lifting span to replace the existing Swing Bridge located in St. George's Parish, Bermuda. The scope of the project includes demolition of the existing Swing Bridge after new bridge's completion; training for bridge operators and maintenance personnel; and bridge maintenance for a period of two years. The new bridge's design team includes but is not limited to Ramboll UK, Eadon Consulting and Knight Architects.

COWI and KGAL Consulting Engineers performed Category III independent check for the detailed design documents included in this RFP including Stage II check of the Mechanical Systems (for which the design is complete); and Stage I check of the Hydraulic, Electric and Control Systems, which need final component selection and design.

A. DELIVERABLES

The description of the new bridge and general scope of the works is summarized herein. Details are included in the Procuring Entity Requirements Documents for the selected Contractor to follow to build the new bridge and its operation system. The Procuring Entity Requirements include Department of Planning Requirements, Drawings, Specifications, Bar Schedules, HMI Screen requirements, Independent Check Requirements, Outline Construction Environmental Management Plan, Outline Operations and Maintenance Manual and St. George's Roundabout Design Requirements. The Procuring Entity Requirements Documents additionally describe contractor's responsibilities for the design of portions of the works (CDP).

1. New Bridge Construction Works - Viaduct with Lifting Span

Bridge Description

The new bridge is a seven span viaduct that links St. David's with St. George's, crossing the channel between Ferry Reach and Stocks Harbour with a main navigation channel width of 22m. The overall length of the bridge between abutment bearings is 152.8m. The bridge comprises a two-lane carriageway with two 3.5m traffic lanes and two footways with a width of 1.2m on both the East and West side of the bridge. The new bridge will be constructed beside the existing Swing Bridge.

The lift span comprises a main steel box girder with a curved soffit that incorporates a grillage of transverse steel diaphragms, longitudinal webs, and an external steel plate shell. The upper face of this box supports the running surface of the carriageway and comprises an orthotropic steel deck with trough stiffeners spanning between transverse diaphragms. The lift span is actuated with large hydraulic cylinders and accompanying equipment, controlled from a dedicated control room located near the north abutment of the existing Swing Bridge (Swing Bridge Cottage). The lift span does not have a counterweight.

The approach spans comprise a main steel box girder with a curved soffit and a composite concrete deck supporting the carriageway. The box girder incorporates a grillage of transverse steel diaphragms, longitudinal webs, and longitudinal plate stiffeners.

All spans are supported by reinforced concrete abutments and piers formed on reinforced concrete pile caps seated on tubular piles.

Scope Summary:

- Deliverables include detailed design tasks for the bridge operating system, bridge access system, and architectural finishes, as required in the Procuring Entity Requirements. Please refer to Appendix 1/10 of the Civil and Structural Specification; the Particular Specification; and the Architectural Specification for additional details of required design by contractor portions of the works (CDP). The detailed design should maintain the intent portrayed within the Procuring Entity Requirements.

Note that the contractor will be responsible for the final detailed design of the complete electrical, hydraulic and control system for the bridge operation based on the Procuring Entity Requirements. In Bermuda all electrical systems and materials shall comply with the requirements of the latest adopted version on the National Electric Code (**NEC**). The Contractor shall procure an independent check (category 3) of their detailed hydraulic, electrical and control systems design as per CG300 (Technical Approval for Highway Structures) and submit a summary report and Independent Check Certificates for review and written approval prior to incurring any costs in manufacturing, supply or installation of those portions of the works.

The Contractor and the Design Team, should collaborate throughout the design development and implementation phases, through to compilation of the O&M Manual and training of operatives to achieve a reliable and maintainable structure.

- The new bridge will tie into Kindley field Road, St. David's Road, and Southside Road through a roundabout south of the bridge. The contractor will also be responsible for the detailed design of the roundabout realignment using an existing preliminary design.
- The contractor will be responsible for the construction of civil and structural works, supply, manufacture, testing, quality assurance, transport and delivery to site, off-loading, installation of all bridge components, testing and commissioning, resulting in a complete viaduct with lifting span in accordance with the Procuring Entity Requirements Documents. The steel superstructure must be fabricated in a suitable facility prior to transportation to site.
- The contractor will be responsible for the roundabout realignment works in coordination with utility suppliers.
- The bridge electrical sub-station will be located on the South side of the bridge. The sub-station is outside the Contractor's scope of work. The local electric company, BELCO will install the transformer and HV cabling to the transformer.
- The contractor will be responsible for the subsurface links between the sub-station, the Plant Room, and the control room; the installation of distribution cabinets; and all necessary cabling to them.
- The Swing Bridge Cottage (operator's hut), where the control room will be located, is an existing structure. The contractor is responsible for the supply and installation of all

equipment for the operations system components in the Cottage, as well as all cabling to serve the operating system equipment.

- The contractor is responsible for the complete integration of the bridge operating system and all Contractor Designed Portions of the work into the civil and structural aspects of the project.
- Provision of required bridge and operation systems documentation.
- Training

2. Old Swing Bridge Demolition:

The existing Swing Bridge demolition will take place by the contractor after the New Bridge Works Section and realignment of the roundabout at Kindley Field has been completed. The demolition will be scheduled in agreement with the Government after the new bridge is fully commissioned and operational. This deliverable includes demolition of the existing bridge superstructure from expansion joint to expansion joint; demolition of pivot pier down to 300mm below seabed level; demolition of other piers to seabed level; demolition of existing South Abutment (Kindley Field side) down to natural grade; and demolition of North Abutment down to dock level, to create a parking/turning area and prepared for either planting or paving (Planting and paving of this area are not included in the scope).

The existing bridge consists of 6 approach spans and a counterbalancing swing span. The bridge is single carriageway two lane road with troughing deck supported on steel main girders and cross beams. The approach spans are simply supported on concrete abutments and intermediate piers. The swing span is counterbalancing and used to rotate around a central reinforced concrete pier. The swing span is no longer functioning as an opening bridge and is locked in the closed position. The cantilevered ends bear on the approach spans piers for vertical support.

The demolition of Span 7 (Opening Span); Span 5 (South of Opening Span); and Pier 5 of the old bridge shall be prioritised, as they are blocking the navigation channel of the New Bridge. The navigation channel's bed level shall be checked after demolition.

3. New Bridge Maintenance

The Contractor shall be responsible for routine maintenance; emergency recovery; emergency maintenance; and repair of the bridge's mechanical, hydraulic and electrical equipment associated with the operation of the bridge; for two years following the issue of the completion certificate. Prior to completion of the maintenance period, the Contractor shall carry out all maintenance activities required during the first two years of operation.

This deliverable includes supply of any special tools required for installation, maintenance or inspection of the equipment that cannot be readily hired in Bermuda and that would be needed for any regular maintenance activities (period between maintenance of less than 36 months). Production of maintenance written reports, and additional training of maintenance personnel is also required.

4. Liaison Procedures and Meetings Throughout the Project

Customer care, public relations and liaison procedures with The Engineer, Procuring Entity, emergency services, adjacent highway authorities, transport authorities, Marine and Ports, Department of Environmental and Natural Resources (DENR), Bermuda Institute of Ocean Sciences (BIOS), service providers, nearby residents and businesses; weekly Management Meetings; Monthly Progress Meetings; Quarterly Reports on actual expenditure on Bermudian Owned subcontractors, consultants or suppliers, and their work composition throughout the Bridge Replacement Project are included in the scope. The contractor should also be prepared to engage with Government hired Public Relations team. Please note the requirements included in the Outline Construction and Environmental Management Plan.

B. MATERIAL DISCLOSURES

Material Disclosures are included in the Designer's Risk Assessment Report; Environmental Impact Statement; Outline Construction Environmental Management Plan, Site Information package and Recent Report on Old Swing Bridge Condition. Safety, Health and Environmental Information Box (SHE Boxes) are also included in the construction drawings. The following Material Disclosures are highlighted below:

Longbird Bridge not in the scope

Replacements for Swing Bridge and Longbird Bridge were designed simultaneously, however only Swing Bridge Replacement is included in the scope of this Request for Proposals. Some documents, such as the Civil Specifications and Architectural Specifications, were prepared to apply for both bridges; where this occurs, it should be interpreted as applying to Swing Bridge Replacement only. We encourage questions from the Proponents when in doubt of the applicability of any portion of the documents.

Construction Logistics

It is considered likely that all spans of the bridge superstructure will be prefabricated in large pieces at an overseas steel fabrication facility and shipped to Bermuda.

It is envisioned that the bridge steelwork carrier ship may wish to navigate to Penno's Wharf in St. George's Harbour through Town Cut. There is a recent successful precedent for using this path as this is the route and docking choice that was chosen to transport the bulk granular material for the Bermuda Airport Redevelopment project in May 2017. The bulk carrier ship used for the airport project was the UBC Salaverry, which has an approximate draught of 6.6m, deadweight of 33000t, gross tonnage of 21000t and is 171m long by 28m wide. Penno's Wharf is approximately 225m long by 20m wide and according to Navionics has a water depth surrounding the dock ranging from 8m to 12m. The relatively deep water depth, length of the wharf and its proximity to the bridge site make it an ideal location to unload the bridge materials.

Marginal's Wharf is an alternative dock location that was initially explored. The Marginal's Wharf docking area is approximately 150m long by 20m wide and according to Navionics has a water depth surrounding the dock ranging from 1m to 5m. It may be prudent to verify the water depths with localised bathymetric survey. After considering the shallow water depths surrounding the

wharf, it was concluded that the carrier ship may not be able to dock there. As a result, it is recommended that the carrier ship dock at Penno's Wharf.

The preferred option of transporting the materials from Penno's Wharf to the Swing Bridge site would be by barge through St. George's Harbour and the Severn Bridge ruins. It is anticipated that the bridge steelwork would be transported in this way. An alternative transport option could be by road along Mullet Bay Road to the St. George's Bridge site location, this would be limited to materials of size that can be transported on road going vehicles such as M&E equipment for example.

Contractor shall be solely responsible to determine appropriate access and construction logistics.

Construction Sequence and Lifting Operations

The contractor must agree any proposed changes to the construction sequence with The Engineer prior to undertaking the works. Changes to construction sequence can result in structural collapse. Contractor must ensure lifting equipment with a suitable load capacity is used.

The contractor must always insure the stability and integrity of steel box girders. The steel box girders can be lifted as single span units. The contractor must take particular care:

- in the temporary case when mass concrete infill is poured at Pier 5.
- of steel web stability during steel fabrication and in temporary conditions.
- of appropriately supporting the steel spans during temporary conditions.
- to provide temporary restraint to beam ends to ensure their stability until the integral connection with the pier is cast and has reached the required design strength.
- during construction of the deck plug.
- that no cylinder operations are performed until concrete has achieved at least 28-day strength.
- that lifting span is properly aligned prior to tightening of anchors

Storms and Wave Surges

Wave surge can cause uplift, overturning effects, and inundation of open box girders. The contractor must take measures to prevent instability through-out construction. Ties, guide bearings, temporary guide bearings and other measures to shed water of the bridge during construction might be necessary. The contractor must ensure to not damage the structure as the bare steel will not be designed for this condition.

Permits

The following permits have been obtained:

- Planning Permission (DAP1) under the Planning Act 1974 for Application Number P0140-25, the proposed replacement bridge with bascule lifting span, dated September 3rd, 2025.
- Permission for the use of construction and laydown areas within the National Parks System under the Bermuda Parks Act 1986, as shown in the Protective Conservation Management Plan
- A Fire Certificate for the New Bridge as shown on tender documents

The Ministry of Public Works and Environment (MPWE) will be responsible for obtaining the following permits:

- Permit for relocation of protected species.
- Approval for works in shipping channel and installation of temporary navigational channel markers under Marine Board Act 1962.
- Certificate of Completion and Occupancy, once the Contractor has met all requirements for completion of the new bridge.

The contractor will be responsible for obtaining all other required permits including but not limited to the following:

- Construction Permit Application under the Clean Air Act 1991 (for controlled plants)
Please refer to:
https://www.gov.bm/sites/default/files/operating_licence_construction_permit_2018%20DENR%20v4.pdf
- Building Permit under the Building Act 1988.
Please refer to: <https://planning.gov.bm/index.php/procedures-and-guidance-notes/>
MPWE can assist the Contractor with the permission process. MPWE will conduct a pre-consultation with Building Control to facilitate the process.
- Demolition Permit
- Immigration Permits

Immigration

Every proposed foreign worker in Bermuda will need a work permit. Please refer to: <https://www.gov.bm/department/immigration> for Bermuda's Work Permit Policy and other applicable information. Please note that a request for a waiver of advertisement may be possible for certain portions of this project and can be further discussed with the selected proponent.

Please find some useful information under the following links:

<https://www.gov.bm/online-services/get-standard-work-permit>
<https://www.gov.bm/online-services/get-short-term-work-permit>
<https://www.gov.bm/all-immigration-fees#WorkPermit>

Customs

The Customs Department is responsible for enforcing import and export restrictions, assessing and collecting duty and other taxes, and granting duty relief in agreement with the Customs Tariff Act 1970 and Bermuda Customs Tariff 2025 which can be found under:

<https://www.gov.bm/classification-imported-goods>

The project meets the End-Use Condition Number 1 as specified in CPC 4210 (Fifth Schedule of the Bermuda Customs Tariff) which assigns a 0% duty to goods for Government capital expenditure schemes. All end-use conditions must be met for the duty relief to be granted. The Ministry of Public Works and Environment will have oversight and certify that the importation is for the purposes of the approved scheme.

The Selected Contractor will be responsible for the customs clearance of their shipments. Bermuda Customs Declaration Guidance and the Bermuda Customs Declaration Form can be found under the following link:

<https://www.gov.bm/declaring-goods-customs>

Truck Weight Limits

Any trucks with maximum gross weight exceeding 58,000 pounds (29 tons) or exceeding an axle weight of 10 tons will require review and approval by the Ministry of Public Works.

The passage of self-propelled construction machines, trailers and a combination of tractors or trailers on Bermuda's roads Monday to Friday between 07:45 and 09:15 and 16:30 and 18:00, is not allowed as a condition of vehicle permits. This restriction does not apply to container trucks that do not have a container or container trailer attached.

Vehicle Licensing

For Vehicle Licensing and other Transport Control Department issues please refer to:

<https://www.gov.bm/department/transport-control>

Utilities and Services

- The approximate positions of services are indicated in the drawings. Prior to construction and demolition activities the contractor must confirm the exact position of the known services.
- Every time an excavation is to take place, the contractor should undertake investigation for unknown services.
- The Contractor is responsible for locating and protecting known services and any possible other services within the works area.

Asbestos

- Asbestos is not expected to be on site.
- Ensure suitable surveys are carried out when necessary.
- Proponents shall not include any asbestos removal in his Lump Sum Pricing. In case of presence of asbestos, asbestos removal will constitute a variation.

Request for Changes to Design or Specifications Prior to Submission of Proposal

If the Proponent wants approval of a change to design or specifications prior to tender submittal, he may request the change during the Question and Answers period of the tender process: the question and answer will then be made public allowing all Proponents the same deviation from design or specifications.

Confirmation of Proponent's Team Members

If for any reason a Proponent wishes to make or requires that a change be made after the Proposal Submission Deadline, the Proponent will deliver a written request with sufficient information and documentation, including suitability, knowledge, skills, resources, experience, qualifications and abilities of the individuals or entities involved in the proposed change to demonstrate that the proposed change, if permitted, would result in the Proponent, the Proponent Team Members, considered as a whole and considered separately, meeting or exceeding, in the sole opinion of the MPWE, the suitability, qualifications, experience, abilities and Participation

Rate of the Proponent, and the Proponent Team Members considered as a whole before the proposed Change. In case of changes, the successful proponent shall furnish the Government with an updated organisational chart identifying the planned project team and key personnel.

Material Circumstance Changes

The Proponent will immediately notify the MPWE if, after submission of any component of the Proposal a material change in circumstances, including a Change, occurs, which may:

- (a) adversely affect a Proponent's ability to enter into or perform the Agreement including any aspects of the project work; or
- (b) adversely affect a Proponent's ability to finance the project or obtain the necessary financing to enter into the Agreement.

Such a change may **not** automatically render a Proponent ineligible so as to be disqualified from the Competitive Selection Process. The MPWE's decision in its discretion as to whether or not to disqualify a Proponent as a result of such a change will be final and binding.

Project Management and Document control

The Ministry of Public Works and Environment uses PROCORE, a construction project management and document control software, to manage this project. The Selected Contractor will be expected to submit all required documents, submittals, schedules, drawings, shop drawings, invoices, requests for information, daily logs, inspections, photos, reports, personnel training programs, etc. in pdf format using the Ministry's PROCORE account. The Ministry will provide PROCORE training for key personnel from the Selected Contractor as needed.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form and Certificate of Incumbency (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent. Proponents that are International companies do not need to include a Bermudian Social Insurance number on the form.

A signed copy of the Certificate of Incumbency must also be included.

2. Company Certificate of Incorporation

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

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. Pricing (Appendix C)

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

5. Joint Venture Submission Requirements

In addition to the requirement of Section 1.3, Proposals submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- The proposal, and in the case of a successful proponent, the Form of Agreement, shall be signed to be legally binding on all partners.
- One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract including payment shall be done exclusively with the partner in charge.
- All partners of the joint venture shall be liable jointly, and severally, for the execution of the Contract in accordance with the Contract terms. A relevant statement to this effect shall be included in the authorization mentioned under point 2 above, as well as in the Submission Form and the Form of Agreement (in the case of a successful Proponent).
- A copy of the joint venture agreement shall be submitted with the proposal.

6. Organisation, Project Team, Key Personnel, Qualifications and Experience.

The Proposal shall provide an organisational chart identifying the planned project team key personnel, including as a minimum the project's Director, Project manager/ Site Agent, Site safety Officer, Quality Manager, Traffic Safety Control Officer, Contractor's Designers, General Foreman.

Additionally, the proposal shall identify nominated sub-contractors for the hydraulic design and electrical detailed design; steel fabrication, transportation and erection; supply of hydraulic cylinders; hydraulic power pack manufacture and supply; hydraulic installation; lead electrical sub-contractor and the local Bermudian electrical sub-contractor. Where the proponent has not made a final decision regarding any of these sub-contractors, the proponent shall nominate their shortlist of potential sub-contractors for approval by the Procuring Entity.

7. Method Statement and Programme of Works

The Proponent is required to provide a detailed Method Statement and a Programme of Works for the deliverables. The Method Statement and Programme are required to enable the Procuring Entity to judge a Proponent's understanding and approach to the project; their ability to complete the works within the stated time using the methods and resources proposed; and assumptions for pricing using the methods and resources proposed.

The Method Statement shall be provided in narrative form describing the methods intended to execute, complete, and maintain the works, highlighting major conditions and important areas of concern. The Method Statement should be related to activities shown on the Programme of Works.

The Method statement should include type and availability of resources to be utilised, involvement of key personnel, equipment, proposals for mitigating identified risks and any innovative ideas of significance to the timely and cost-effective completion of the works. The Method Statement should include as a minimum:

- Details relating to the sources of key materials, especially the steel superstructure and main M&E components; estimated transportation distances; and modes of transportation.
- proposed layout of temporary works; contractor's facilities areas and plants; proposed access routes; and arrangements for electric, water, drainage, sewage, telephone and internet supplies.
- general plans for execution; site management; site utilisation; mobilisation and demobilisation, site and surrounding areas protection; method statement for access works, foundation works, bridge works, roundabout realignment, material sourcing, concrete batching facilities that contractor intends to use; method statement for pavement work; method statement for supply, delivery, installation and integration of bridge operating system.
- Method statement for demolition of the old bridge.
- Methods of addressing specific project Safety and Health and Environmental management risks with due regard for the Designer's Risk Assessment; effective delivery of the Construction Environmental Management Plan and environmental monitoring; and compliance with applicable regulations.
- road diversions
- Procedure and Criteria for the selection of sub-contractors (no longer than 3 pages preferred)
- Proposals for contractor designed parts, CDP (no longer than 4 pages preferred).
- Proposals for customer care, public relations and liaison procedures with the Project Manager, Supervisor, Procuring Entity, adjacent highway authorities, transport authorities, marine and port authorities, emergency services, and statutory service providers.
- Proposal for training of operations and maintenance team.
- Method statement for the two-year maintenance of the new bridge including management of emergency response, response times.
- Proposal for ensuring ongoing service/support, and future availability of parts (no longer than 2 pages preferred).
- recovery measures to catch up if schedule is delayed.

The Programme shall be provided in the form of a Gantt chart or similar, include resources and known constraints and be in accordance with Project Specifications.

Programme milestones will include but not be limited to the following:

- Program for submittal of detailed design of Contractor Designed Parts.
- Program for submittal of Independent Checker's Certificate for the Electrical and Hydraulic System Detailed Design.
- Mobilisation of the Contractor's Plant, Equipment and Materials.
- Execution of each key construction and demolition activity including estimated timing for commencement and completion. Any unfavourable conditions, such as hurricane season, should also be considered in the construction programme.
- Details relating to the resourcing of key tasks.
- Details describing sequence and integration of major work items.
- Period allowed for Operator and Maintenance Personnel training.

- Demolition program for Swing Bridge, including details of the demolition of elements blocking the navigation channel of the New Bridge.
- Maintenance tasks
- Other information as the proponent deems relevant or appropriate.

8. Operating System Required Information

The proponent is required to submit detailed information of major items of equipment being proposed. These shall include the main electric motors, hand pump, details of hydraulic cylinders, and any alternatives to items in the part lists. All components shall be selected from the manufacturer's current product range. Obsolete, phased out, or being phased out components are not permitted.

9. Proposed Insurances

Details of proposed insurance certificates must be submitted for approval. The following are minimum requirements:

Insurance for Design

Professional indemnity insurance will be required which shall cover the risk of professional negligence in the design of the Works. This insurance shall be for a limit of not less than Two Million United States Dollars (US\$2,000,000). The Contractor shall maintain the professional Indemnity insurance in full force and effect from the commencement date until 4 years after issuance of the completion certificate. The Contractor undertakes to notify The Procuring Entity promptly of any difficulty in extending, renewing or reinstating this insurance.”

Insurance for Liabilities of the Procuring Entity’s Risk and Third-Party Liability

Insurance against the following events will be required for the duration stated in the Agreement:

| Event | Minimum amount of cover (USD) | Maximum deductible (USD) |
|--|-------------------------------|---|
| Loss or damage to Works and Contractors Equipment | Full reinstatement cost | \$12,000 |
| Injury to persons and damage to property (third parties) | \$5,000,000.00 | Bodily injury - Nil Property damage \$5,000 |
| Contractor’s Personnel | \$5,000,000.00 | Nil |

The certificates shall substantially contain the following statement: The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) calendar days written notice has been received by The Engineer.

Insurance queries: should be raised in writing with the Procuring Entity at the earliest opportunity, but in any event before the deadline for questions.

10. Audited Financial Statements

The Proponent shall submit audited financial documents for the last 3 years, including but not limited to:

- balance sheets,
- income statement (profit & loss)
- cash flow statements
- notes to the financial statements
- Independent Auditor's report

The contractor may also be requested to provide their Dun & Bradstreet Paydex and Failure Score, if applicable.

Where the Proponent is a joint venture, financial statements shall be submitted for each JV partner.

11. Bank Reference Letter

A signed copy of Company bank account reference letter shall be submitted.

12. Financial Capacity Statement

The Proponent shall submit a formal statement of financial capacity including annual construction turnover, backlog of existing projects, and equipment ownership.

The Proponent must have a Minimum Average Annual Construction turnover of USD 50 million calculated as total certified payments received for contracts in progress and/or completed within the last 5 years, divided by 5 years. In the case of a Joint Venture the requirement must be met by all parties combined, but one party must meet at least 40% of the requirement.

The Proponent shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means sufficient to meet the construction cash flow requirements net of the Proponent's other commitments.

13. Financial Stability Declaration

The Proponent shall submit a formal declaration that the company is not bankrupt, not under receivership, has no outstanding tax liabilities, and has not defaulted on contracts.

14. Litigation and Claims Disclosure

The Proponent shall submit a formal litigation and claims disclosure including ongoing litigation, arbitration cases, summary of claims in the last 5 years and bankruptcy history.

15. Submission Envelope

To ensure that quality and pricing components of the proposals are scored separately, two envelopes should be included within an outer envelope (the Submission Envelope).

Envelope marked “Envelope A - Pricing”

Must contain 1 original of the completed Pricing Forms.

Envelope marked “Envelope B – Quality Statement and Local Benefits”

Must contain 1 original and one electronic copy of all Mandatory Requirements and any other optional documents in Microsoft Word or Adobe PDF format saved on a USB file. Envelope B must not contain pricing information relating directly to the tendered price.

Please refer to Section 1.5.3, Proposals to be Submitted in Prescribed Format, for format details.

16. Submission Checklist

The checklist is provided as guidance for a complete proposal. It is not mandatory to be completed by the proponent, but it is encouraged. Proponents are responsible for ensuring their proposal includes the Mandatory Submission Requirements.

See Annex F - Submission Checklist Swing Bridge

D. MANDATORY TECHNICAL REQUIREMENTS**Qualifications and Project Team**

Proponents team must have extensive experience successfully building bridges, and movable bridges or other structures of similar complexity. The team must be constituted by contractors, subcontractors, and consultants as needed to provide the professional team and necessary equipment capable of completing the Scope of Work. The team must include a local Bermudian electrical sub-contractor to ensure compliance with requirements of the Department of Planning and to facilitate future maintenance works.

E. PRE-CONDITIONS OF AWARD**1. Proof of Financial Stability**

Prior to awarding a contract to the selected proponent(s), the Proponent must demonstrate current soundness of the Proponent’s financial position, and capacity of completing a large infrastructure project without financial failure. The contracting department will use the financial documents and disclosures provided, any publicly available reports and filings, reference checks or other documents available to the Government, to perform financial checks.

2. Evidence of Bonding Capacity

The Proponent must provide evidence, such as a letter from a bonding company or surety, to demonstrate that they can obtain the required performance security guarantee (See Annex A – Sample Agreement).

3. Proof of Insurance

The successful proponent shall furnish the Government with existing or proposed insurance certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. A contract will not be awarded to a proponent until their existing or proposed insurances have been verified. Insurance Certificates should be effected and policies provided by no later than 14 days prior to Commencement Date.

4. Safety and Health Forms and Safety and Health Plan

Safety is of the utmost importance throughout these works. The work site may contain potential hazards and Safety and Health must be given the highest priority. All work shall be carried out in accordance with the current Health and Safety Legislation of Bermuda; the Bermuda Occupational Safety and Health Act, 1982; and Occupation Safety and Health Regulations of 2009. All works overseas must be carried out in strict accordance with the relevant Safety and Health regulations and best practices.

All Government buildings and work sites in Bermuda are designated as alcohol, smoke, and drug-free.

The successful proponent shall furnish the Government with the following Health and Safety Forms within 21 calendar days after award of contract and before any work begins at the site:

- Construction Project Safety Plan
- Notice of Commencement of Construction Work.

The primary contractor is required to provide the information requested in the Notice of Commencement of Construction Work Form to the Ministry of Health, Safety and Health by the statutory requirement outlined in Regulation 264 of the Occupational Safety and Health Regulations 2009.

See Annex G - Health and Safety Forms

5. Schedule of Payments

The successful proponent shall furnish the Government with a Schedule of Payments for acceptance. This Schedule shall be based on actual progress achieved in executing the works (milestones instead of dates) and shall be reasonably consistent with the contractor's Activity Schedule Pricing Form and Programme submitted with the Contractor's Proposal. The Schedule of Payments shall form part of the Agreement.

6. Financial Checks for Local Contractors and/or Key Subcontractors

Prior to awarding a contract to the selected proponent(s), the contracting department will perform financial checks to confirm whether local key named subcontractors are 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.

F. RATED CRITERIA

The Proponents submittal will be evaluated based on three general criteria: Price, Quality and Local Benefits.

The Quality Statement and Local Benefits evaluation have the objectives of identifying the best design and construction multidisciplinary team available with demonstrated experience, expertise, capacity, and record of producing quality work on projects similar in nature to the Project in a safe manner; a record of completing contracts on time and on budget; and a well-defined strategy to provide maximized inclusion of Bermudian businesses, specified businesses and the local labour force, both during construction and in the subsequent operation and maintenance of the bridges as to ensure local capability for the ongoing operational and maintenance phase.

The Proposal must include comprehensive information to be assessed and scored on the Rated Criteria. Government may use publicly available information for due diligence checks.

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

The following sets out the categories, weightings, and descriptions of the rated criteria for this procurement process. The proposals that do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process. Percent calculations will be made to one decimal point.

Summary of Rated Criteria

| | Rated Criteria Category | Weighting | Threshold |
|----------|---|------------------|------------------|
| 1 | Pricing | 25 | |
| 2 | Quality Statement | 45 | 30 |
| 3 | Local Benefits: Social, Economic and Environmental | 30 | 10 |
| | Total Points | 100 | |

Detailed Rated Criteria

| | Rated Criteria Category | Individual Weighting | Category Weighting |
|-------------|--|-----------------------------|---------------------------|
| 1 | Pricing | | 25 |
| 2 | Quality Statement: Experience, Capability, References, Methodology, Programme and Resources | | 45 |
| 2.01 | Does the Lead Contractor offer evidence of experience with projects of a similar size, type and complexity as anticipated for the project, in the Lead Contractor role? Can he lead, facilitate, and coordinate project planning and execution and assure the quality and safety of the work? | 2 | |
| 2.02 | Does the bidder offer Client References for relevant projects? Were the bidder's referees positive about their experience of working with the Lead Contractor and would they use the proponent again? | 2 | |
| 2.03 | Does the bidder offer evidence of completing projects on time and on budget? | 2 | |
| 2.04 | Does the Lead Contractor and supporting listed subcontractors offer evidence of collective experience with projects of a similar size, type and complexity as anticipated for the project? Do they offer evidence of ability to successfully integrate participants and particularly the various M&E participants? | 2 | |
| 2.05 | Does the proposed steelwork fabricator: offer evidence of experience with projects of a similar size, type and complexity as reflected in their scope of work? have the experience and capability of doing specified coatings in shop? participate in a scheme to ensure safety, suitability, and fitness for purpose for the type and value of the work to be undertaken? Are the fabricator client references positive, and would their referees use them again? | 2 | |
| 2.06 | Does the contractor or subcontractor team proposed for the bridge operating system offer evidence of experience with projects of a similar size, type and complexity as reflected in their scope of work? Are their client references positive, and would their clients use them again? | 2 | |
| 2.07 | Do the proposed transportation and erection subcontractors offer evidence of experience with projects of a similar size, type, complexity, and remoteness as reflected in their scope of work? | 1 | |
| 2.08 | Does the proposed marine works subcontractor offer evidence of experience with projects of a similar size, type and complexity as reflected in their scope of work? | 1 | |
| 2.09 | Does the Project Director, with overall responsibility for the project, offer evidence of experience with projects of a similar size, type, and complexity? Does the Project Director have the necessary skills? | 1 | |

| | Rated Criteria Category | Individual Weighting | Category Weighting |
|-------------|---|-----------------------------|---------------------------|
| 2.10 | Does the Project Manager/ Site Agent, responsible for day-to-day operations, offer evidence of experience with projects of a similar size, type and complexity? Does the Project Manager have the necessary skills? | 2 | |
| 2.11 | Do the Proponent and subcontractors offer evidence of proposed key personnel's experience with projects of similar technical level? (especially personnel involved in design, independent check, marine works, M&E, fabrication, erection, on-site welding, Site Safety Officer, Quality Manager, General Foreman, Environmental Protection Manager). Are sufficient people with requisite skills assigned to the project? Do they have the organizational capacity to ensure sufficient staffing to perform the works? | 5 | |
| 2.12 | Does the Proponent's Method Statement clearly demonstrate the ability to meet the Government's requirements. Does he show understanding of the project scope and ability to deliver requirements of Request for Proposal? | 4 | |
| 2.13 | Does the Proponent present a comprehensive procedure and criteria for the selection, and management of subcontractors? Does the bidder encourage appropriate compliance policies? | 2 | |
| 2.14 | Does the Proponent present a comprehensive proposal for design of contractor designed parts (CDP)? | 2 | |
| 2.15 | Proposals for customer care, public relations and liaison procedures with the Engineer, Procuring Entity, emergency services, adjacent highway authorities, transport authorities, marine and port authorities, DENR, BIOS, service providers, nearby residents and businesses. | 2 | |
| 2.16 | Does the Proponent method statement adequately address project safety and health; and environmental management? | 2 | |
| 2.17 | Does the proponent present a comprehensive two year maintenance program? Does he address emergency maintenance and emergency bridge recovery satisfactorily? | 2 | |
| 2.18 | Does the proponent present a comprehensive proposal for ensuring ongoing service support and future availability of parts? | 1 | |
| 2.19 | Does the Proponent show evidence of commitment to Contractor-Procuring Entity collaboration? | 1 | |
| 2.20 | Has the Proponent presented a comprehensive and achievable Programme? | 5 | |
| 2.21 | Does the Proponent offer evidence that the team has sufficient equipment and financial resources available to complete the work (Capital Resources)? | 2 | |

| | Rated Criteria Category | Individual Weighting | Category Weighting |
|-------------|--|-----------------------------|---------------------------|
| 3 | Local Benefits: Social, Economic and Environmental | | 30 |
| 3.01 | What is the Proponent's Rate in relation to the Minimum Participation Rate Goal? | 8 | |
| 3.02 | Participation Rate Strategy: does the Proponent have a clear strategy to achieve his Proposed Participation Rate? Does he show good efforts to maximize the Participation Rate? | 4 | |
| 3.03 | Does the Proponent show good efforts to promote equal opportunities and enable meaningful opportunities for "Specified Businesses"? | 2 | |
| 3.04 | How many Bermudians are expected to be involved on the Project working with the contractor, or sub-contractors? | 2 | |
| 3.05 | Does the Proponent offer internships, apprenticeships, or other training opportunities? | 2 | |
| 3.06 | How many internships or apprenticeships opportunities for Bermudians is the Proponent willing to provide during this project? | 2 | |
| 3.07 | Does the proponent include a list of roles for which they can provide training for Bermudians? Does the bidder offer evidence of high-quality training plans with guidance by experienced employees? | 2 | |
| 3.08 | Does the proponent present a comprehensive Health and Safety Policy? | 2 | |
| 3.09 | Does the Proponent have a good track record of ensuring the health, safety and welfare at work for their employees? | 2 | |
| 3.10 | Does the proponent present a comprehensive Environmental Policy? | 2 | |
| 3.11 | Does the proponent present a comprehensive Sustainable Goods and Services Policy? | 2 | |
| | Total Points | | 100 |

1. Pricing - Evaluation of Pricing

Evaluation of Pricing is described in Appendix C - Pricing

2. Quality Statement: Experience, Capability, References, Methodology, Programme and Resources

To aid in responding the questions in Rated Criteria for the Quality Statement, the Proponent is requested to submit:

- Organisational Chart (Mandatory requirement)
- Complete the attached Project References Form including at least 2 but not more than 5 projects of relevant size, type, and complexity.

- Provide a brief narrative of the relevant background and experience for the Lead Contractor and any primary Sub-Contractors, particularly those for structural steelwork transportation, erection and bridge operating system in performing work of a similar size, type and scope to the project. Include any records of completing contracts on time and on budget (no longer than 5 pages).
- Selecting a steelwork contractor listed in the Register of Qualified Steelwork Contractors for the type and value of the work to be undertaken; or equivalent scheme from other country that ensures corresponding levels of safety, suitability, and fitness for purpose is encouraged. Please state if the Steelwork contractor or proposed named subcontractor is listed in such a scheme and provide any relevant details.
- 3 Recent, not older than 3 years, Client Reference Letters for the Lead Contractor, steelwork fabricator, bridge operating system, transportation and erection subcontractors from clients that have obtained goods and services similar to those required in the scope of work for this project.
- Project Director Resume (2 pages), giving brief details, dates and roles played in previous relevant projects.
- Project Manager/Site Agent Resume (2 pages) giving brief details, dates and roles played in previous relevant projects.
- Identification and brief description of relevant experience of proposed key personnel, including General Foreman, Site Safety Officer, Environmental Protection Manager, and Quality Control Officer and description of how they will add value to the project including proposals for continuous improvement building upon delivery of similar works (5 pages maximum if possible).
- Procedure for the selection of sub-consultants.
- Method Statement (Mandatory requirement).
- Liaison procedures with project stakeholders.
- Statement on commitment to Procuring Entity-Contractor Collaboration, with the objective to foster cooperation, mutual trust, better management, communication of early warning of problems, fair pricing of variations, and intention to resolve any dispute through amicable settlement (no longer than 2 pages preferred). To start the process, proponents are encouraged to notify the Government of any errors or areas of doubt they identify in the RFP documentation.
- Programme (Mandatory requirement)

Please note that all resumes will be managed in agreement with Bermuda's Personal Information Protection Act, PIPA.

See Annex D - Project References Form

3. Local Benefits

To aid in responding the Local Benefit questions in Rated Criteria, in addition to the Local Benefits Form, the Proponent is requested to submit:

- Participation Rate Outline Strategy (no longer than 2 pages preferred)
- Proposal for required training of Bridge Operators and Maintenance Personnel, identifying the period allowed for this training (no longer than 2 pages preferred)

- Proposal for training/ or apprenticeship of other workers (no longer than 2 pages preferred).
- Health and Safety Policy: health and safety policies objectives; reporting system of health and safety matters; cooperation expected from employees and subcontractors; procedures for safety inspections and audits; employee training programme, including training for special risk situations; maintenance of safe systems of work; first aid; arrangements for visitors to site.
- Health and Safety Record summary for the five immediately preceding years.
- Environmental Policy
- Sustainable Goods and Services Policy
- Proposals for the management of environmental issues and stakeholders including proposals for effective delivery of the Construction Environmental Management Plan, and environmental monitoring. (no longer than 2 pages preferred)

Minimum Participation Rate Goal and Strategy

Each Proponent shall take all necessary and reasonable steps to ensure that Bermudian Companies and the local labour force are provided the maximum feasible opportunity to participate in the performance of the Swing Bridge Replacement contract. The contract includes a 15% Minimum Participation Rate goal. Participation Rate is worth 8 points of the total score

Proponent's Participation Rate shall be calculated as:

$$\frac{SUM\ OF\ EXPENSES\ IN\ BERMUDA}{PROPONENTS\ LUMP\ SUM\ TOTAL}$$

Where "Expenses in Bermuda" are the costs of services and supplies to be paid by the Lead Contractor to Bermudian suppliers, sub-contractors or local labour. Housing, hotel and per diem costs shall not be included.

- a) In the event that the Proposed Participation Rate is less than the Minimum Participation Rate goal, the Proponent must satisfactorily demonstrate good efforts to meet it, to be eligible for award of the contract.
- b) Agreements between a Proponent and a Bermudian company in which the company agrees not to provide subcontracting quotations to any other potential Proponent are prohibited.
- c) The selected Contractor will be required to submit quarterly reports on actual expenditure on Bermudian Owned subcontractors, consultants or suppliers, and their work composition to The Ministry of Public Works and Environment, Bermuda. The Office of Project Management and Procurement will conduct audits of the reports to effectively track outcomes. The Selected Contractor will be required to demonstrate best efforts to achieve his Proposed Participation Rate and compliance with the Minimum Participation Rate requirements. The use of nominated subcontractors will be enforced in agreement with the contract.

Each proponent will receive a percentage of the Participation Rate total possible points depending on their proposed participation rate. For:

$$0 < \textit{PROPOSED PARTICIPATION RATE} < 2 \times \textit{MINIMUM PARTICIPATION RATE}$$

the points will be calculated based on a relative formula that uses the Government's Minimum Participation Rate goal as an absolute reference point. The formula assigns zero points for zero participation and increases linearly to full points at participation equal to double the Minimum Participation Rate.

Specifically, the formula is:

$$= 8 \times \left(\frac{\textit{PROPONENT'S PARTICIPATION RATE}}{2 \times \textit{MINIMUM PARTICIPATION RATE}} \right)$$

For Proponents' Participation Rate equal or higher than 30%, full 8 points are assigned. For Proponent's Participation Rate equal to the Minimum Participation Rate, 4 points are assigned.

The Proponents Participation Rate Strategy is worth 4 additional points. Full points will be awarded for showing best efforts to ensure that Bermudian Companies, Specified Businesses, and the local labour force are provided the maximum feasible opportunity to participate in the performance of the Swing Bridge Replacement contract.

See Annex E - Local Benefits Form

G. REFERENCE DOCUMENTS

Renderings, site photo, general arrangement drawings, table of contents for the project specifications and geotechnical information summary, are included as reference documents. The imagery should be used for context purposes only.

See: Annex H, Annex I, Annex J, and Annex K.

H. WORKS INFORMATION PACKAGE

The following documents will be shared simultaneously with legitimate registered proponents after the deadline to register:

- Procuring Entity Requirements Documents:
 1. Planning Requirements
 2. Bridge Drawings
 3. Bar Bending Schedules
 4. Specifications
 5. HMI Screens
 6. Independent check
 7. Outline Construction Environmental Management Plan, OCEMP (indicating outline design intent)
 8. Outline Operations & Maintenance Manual (indicating outline design intent)
 9. Roundabout Realignment Requirements

- Site Information
 - o Surveys
 - o Ground Investigation Report (contains Borehole locations and logs)
 - o Geotechnical Design Report
 - o Environmental Impact Statement
 - o Additional reports containing background information
- Existing Structures Reference Information
 - o Reference drawings of existing Swing Bridge and drawings of repairs. There might be some small differences between the as-built structure and what is represented on the drawings.
 - o Recent Report on Swing Bridge Condition
 - o Swing Bridge Cottage (Operator's Hut) Renovation Reference Drawings. There might be some small differences between the as-built structure and what is represented on the drawings. The renovation works have not yet started.
- Legal Information
 - o Contractor's Sample Agreement
 - o The Engineer's Sample Agreement
 - o Bermuda Arbitration Act 1986
 - o Bermuda International Conciliation and Arbitration Act 1993
 - o Project Customs Duty Exemptions and Procedures Memo. This memo contains quick reference guidance regarding end-relief duty exemptions that may be applicable to the bridge replacement project.
- Supplementary information
 - o M&E Approval in Principle Document. This document is provided for information only with the purpose of giving guidance on design loading and standards that were adopted in the development of the detailed design. Parts of the document were superseded during detail design. The design Specifications and Drawings become the ultimate source for final details.
 - o Designer's Risk Assessment
 - o Initial Failure Mode and Effects Analysis (FMEA)
 - o Fire Certificate

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 _____