



Ministry of Transport

Department of Public Transportation

**Request for Proposals
For
Bus Wash System Replacement**

Request for Proposals No.: 2021-01 DPT Bus Wash Facility

Issued: Friday August 27, 2021

Submission Deadline: Monday October 04, 2021 03:00:00 PM AST

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) to prospective proponents to submit proposals for **Bus Wash System Replacement** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Department of Public Transportation (DPT), Ministry of Transport, Government of Bermuda, is seeking proposals from experienced bus wash manufacturers for the replacement of the existing bus wash facility. The DPT operates a fleet of 90 public service single deck buses. The headquarters, with parking yard, maintenance facility and a drive-through bus wash, is located at 26 Palmetto Road, Devonshire, Bermuda. The existing bus wash installed in 1999 is 22 years old, was supplied by N/S Corporation and is a Model System 3000A. This equipment requires full replacement.

The bus wash is located at the northern end of the maintenance garage and is a purpose built structure with floor drains and a water reclamation system. Please refer to the existing bus wash drawings and the DPT site information provided for siting and access within the main DPT Bus Garage facility. The Work consists of supplying and installing a proprietary gantry bus wash system as well as all the related materials needed to furnish a turnkey Bus Wash System. All in accordance with the Plans and the Specifications of this RFP and all local regulations.

The site will be made available to the successful proponent clear of the existing gantry bus wash system which will be removed and disposed of by others. The existing portal frame building, roof structure, ground slab and site drainage will remain in place and will need to be assessed and, if necessary, revised to suit proponents Bus Wash System design requirements. Existing electrical systems will be isolated and the successful proponent will be required to review and if necessary upgrade the electrical panels and then tie back into the main DPT electrical supply system. The successful proponent will be required to commission, test and re-commission the new bus wash to deliver a fully operational Bus Wash System to the DPT.

1.2 RFP Contact

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

Chris Bulley, Project Coordinator: cbulley@gov.bm.

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

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

Chris Bulley, Project Coordinator: cbulley@gov.bm.

Amendment/addenda (if any) will be posted at <https://www.gov.bm/procurement-notices>. 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 (Appendix 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 120 days, with an option in favour of the Government to extend the agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to 30 days. 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	Friday August 27, 2021
Pre-Bid / Site Meeting	Friday September 03, 2021 11:00 AM
Deadline for Questions	Friday September 17, 2021
Deadline for Issuing Addenda	Friday September 24, 2021
Submission Deadline	Monday October 04, 2021 03:00:00 PM
Rectification Period	5 business days
Anticipated Ranking of Proponents	Friday October 08, 2021
Contract Negotiation Period	14 calendar days
Anticipated Execution of Agreement	Friday October 22, 2021

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

1.4.2 Site Visit / Pre-Bid Meeting

The Government will conduct a mandatory pre-bid conference call on Friday, 3 September 2021 at 11:00am to answer any questions potential bidders may have. Proponents are required to register their attendance no later than 5:00 pm, Wednesday, 1 September 2021 by email with the subject line "DPT Bus Wash Replacement NRFP Registration" to cbulley@gov.bm.

The call-in number will be advised on Thursday, 2 September 2021 to all registered proponents by reply email.

The pre-bid conference call will include an important briefing on the mandatory submission requirements for this RFP and registered attendance is required to proceed with evaluating received bids.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Electronic mail (E-Mail) submissions are accepted at cbulley@gov.bm.

If documents are larger than ten (10) MB, please submit via the Bermuda Government Secure File Sharing Manager (securetransfer.gov.bm) to cbulley@gov.bm. In the subject line of the email, please state the RFP title. Please ensure to send a copy of your proposal in MS Word and/or Adobe PDF format.

Submissions may also be hand delivered to:

Department of Public Transport (DPT) Administration Building at 26 Palmetto Road, Management reception area, located on the first floor,

Devonshire, DV05, Bermuda.

Bus Wash System Replacement

Attention Chris Bulley

All Submissions will be date and time stamped when received and kept in a secured location until submission deadline.

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

Proponents shall submit at minimum 3 original signed hard copies of their proposal or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and an e-copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the proposal, the hard copy of the proposal will prevail.

The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Proponent. This authorization shall consist of a written authorization and shall be attached to the Submission Form included in (Appendix B). The name and position held by each person signing the authorization must be typed or printed below the signature. An Electronic Record of Signature will be accepted in the submission only in accordance with the requirements laid out in the Electronic Transactions Act 1999. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.

Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and do not be opened until Monday October 04, 2021 03:00:00 PM. The full legal name and return address of the proponent should be marked on the package as well.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full

legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.5.5 Withdrawal of Proposals

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 of 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. 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 in order 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:

- no qualitatively or financially worthwhile offer has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or force majeure render normal implementation of the project impossible;
- all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or
- 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 Form of Agreement (Appendix 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.

It is proposed to use the Government of Bermuda Construction Service Agreement contract form.

See Annex A - Replacement Bus Wash Contract Forms

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.

End of Appendix B

SAMPLE CERTIFICATE OF INCUMBENCY

The undersigned being the Secretary of the company as named below (the "Company"), a company duly organised and existing under the laws of the Islands of Bermuda and having 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”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes, which should be itemized separately.
- (c) Pricing quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 40 points of the total score.

The Government seeks a pricing scheme from proponents which will be mutually beneficial and sustainable for both parties. The pricing scheme will provide costing for the entire project. See Annex B - Pricing Forms, for additional information. The Department of Public Transportation requires a fixed lump sum contract price for the components, materials and equipment required to provide a fully operational Bus Wash Facility with open book unit rates provided for the complete civil, mechanical and electrical scope of works required to install the supplied components, materials and equipment. A lump sum price for shipping to Bermuda as well lump sum prices for training of operational and maintenance staff of the new Bus Wash Facility is required.

Price Evaluation Method

Unless stated otherwise in the RFP documents, the Agreement shall be for the whole works as detailed in these documents and based on the completed pricing information, as submitted by the proponent. The proponent shall fill in separate prices for all items of works described in the Price Breakdown. 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 Price Breakdown.

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

Lowest Price divide by proponent's price multiplied by the weighting = proponent's pricing 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:
 - (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proponent does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;
 - (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
 - (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

3. Required Pricing Information

See Annex B - Pricing Forms for Replacement Bus Wash

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Bus Wash Facility Supply & Install

The Scope of Work consists of supplying and installing a proprietary gantry bus wash system as well as all related materials needed to furnish a turnkey replacement Bus Wash System. All in accordance with the Plans and the Specifications of this RFP and all local regulations.

The buses in the fleet have been supplied by various manufacturers but are all approximately 30ft. long, 8ft. wide and 10ft high, with flat fronts. New buses being considered for delivery in 2021 may have a sloping front. All buses have AC units mounted on the roof. Some have a vertical tree/bush deflection rail mounted on the front left (nearside) corner. See photo. All buses are right-hand drive. The existing bus wash is to be replaced and a new bus wash installed in the same location. Wherever possible, the existing floor drains and sumps will be retained.

The site will be made available to the successful proponent clear of the existing gantry bus wash system which will be removed and disposed of by others. The existing portal frame building, roof structure, ground slab and site drainage will remain in place and will need to be assessed and revised to suit proponents Bus Wash System design requirements. Existing electrical systems will be isolated and the successful proponent will be required to upgrade the electrical panels and tie back into the main DPT electrical supply system, commission, test and re-commission the new bus wash to furnish a fully operational Bus Wash System.

The successful proponent shall stage their works to minimize disruption to the bus service through a safe and effective project management methodology. Coordination with the DPT day to day operations and services is a key part of this project. All parties must coordinate their work schedules with DPT noting that temporary arrangements may be needed to ensure operational and public service delivery standards. Time is an important factor to the success of this project and any delays must be clearly anticipated and stated in the project schedule.

The successful proponent will be responsible for:

1. Supply of a gantry style bush wash, complete with gantry assembly, brushes, control panels, guide rails, pumps, tanks, hoses, catenary system and all other items to ensure a fully operational bus wash.
2. Any upgrades to the site existing drainage system if required
3. Any upgrades to the site existing electrical systems if required
4. All technical drawings, specifications, submittals and operational & maintenance manuals and parts manuals.
5. Providing a Construction Site Management Plan and construction schedule.
6. Providing on site installation technicians/engineers.
7. Start-up, commissioning, testing, re-commissioning and training.
8. DPT Operator and Maintenance training including providing a training schedule, training manuals, training certificates and registration if required
9. Providing as-built drawings and specifications on completion.

Note that proponents design solutions will need to meet all the requirements and DPT will assist in providing details on these actions.

- a. Relevant Government of Bermuda Legislation
- b. Planning application requirements
- c. Building Codes and Standards including:
 - i. Bermuda Building Code (IBC2012),
 - ii. Mechanical, Electrical and Plumbing Codes and Standards referenced in the Bermuda Building Code
 - iii. Fire Codes and Standards (NFPA Codes enforced in Bermuda)
 - iv. Department of Environment & Natural Resources requirements (Pollution Control: disposal of waste water)
 - v. Health and Safety requirements

The DPT will be responsible for:

- 1. Removal and disposal of the existing bus wash equipment and structure.
- 2. Supply of all utilities (Bermuda electrical frequency is 60Hz)
- 3. Making available all scaffolding, high-lift, access platforms, welding equipment and power tools as required.
- 4. Assistance of Bus Wash Operator on site.
- 5. Administrative duties including but not limited to:
 - a. Work Permit applications for key staff.
 - b. Accommodations for key staff while on island.
 - c. Local transportation for key staff while on island.
 - d. Planning document submittal/retrieval.

See Annex C - Replacement Bus Wash Scope of Work

Bus Wash Operational Training

The Bidder will be responsible for all operator personnel training, including the provision of a schedule, training manuals, documents and completion certification. Training will be undertaken on-site at the DPT and will be completed prior to the formal hand-over of the bus wash to the DPT.

There is a fully equipped training room on site with audio visual systems if required.

The minimum number of operational personnel to be trained is four people.

Training detail must be provided with proposal and priced Refer to Annex B - Fixed Price Schedule that requires proponents to provide detailed information on training, manual, duration, training coverage, method of delivery (in-house, in-person or virtual).

Bus Wash Maintenance Training

The Bidder will be responsible for all maintenance personnel training, including the provision of a schedule, training manuals, documents and completion certification. Training will be undertaken on-site at the DPT and will be completed prior to the formal hand-over of the bus wash to the DPT.

There is a fully equipped training room on site with audio visual systems if required.

The minimum number of maintenance personnel to be trained is three people.

Training detail must be provided with the proposal and priced. Refer to Annex B - Fixed Price Schedule that requires proponents to provide detailed information on training, manuals, duration, training coverage, method of delivery (in-house, in-person or virtual).

Warrantee

The Bidder shall warrant all products and equipment against defective materials and workmanship for a period of twelve months from the date of satisfactory completion of commissioning.

To ensure ease of long term parts acquisition and replacement, the successful proponent shall provide a comprehensive list of all components and parts required for the Bus Wash and the source of each component or part.

The successful proponent will provide a detailed list of wear and spare component costs with fixed pricing for the first 3 years after achieving substantial completion, with a recommended schedule/frequency for replacement.

Warranty shall be one year from the date of acceptance and deficiencies shall be corrected within 30 days after notification. Refer to Annex B - Fixed Price Schedule that requires proponents to provide detailed information on warranty period, warranty coverage, extended warranty costs and the cost of a Maintenance Service Agreement per year during the extended warranty period.

Delivery Charges

Delivery charges of all components, materials and equipment required are to include FOB Bermuda.

Proponents will be responsible for all delivery charges from point of origin until arrival in port in Bermuda.

Following arrival at the port in Bermuda, the DPT will be responsible for:

1. Bermuda Customs Duty charges,
2. Wharfage fees,
3. Demurrage fees (if applicable),
4. delivery charges from the Port of Hamilton to site,
5. offloading at site.

Commissioning, Testing, Correcting and Re-commissioning Bus Wash Facility

Proponents will allow for commissioning of the replacement bus wash, testing of the replaced bus wash as well as any re-commissioning required for adjustments after the initial testing and commissioning has been completed.

B. MATERIAL DISCLOSURES

Bus Wash Facility Supply & Install

A Building Permit to replace the existing bus wash facility is required. The successful proponent will be required to provide shop drawings and technical specifications for the purpose of securing a building permit. The cost of the building permit and application process will be the responsibility of The Department of Public Transportation (DPT) with the full supporting documentation that will be required to be supplied to enable the application to be submitted, being the responsibility of the successful Proponent. The Successful proponent will also be required to facilitate all the required site inspection processes during installation. Site inspection processes will include building inspections, electrical inspections and health inspections which are to be coordinated by the designated project manager.

The Proponent should be aware that Bermuda is situated in a marine environment with high summer temperatures, high humidity and is exposed to salt laden sea breezes. The DPT facility is only a few hundred yards from the coast. All materials should be non-metallic, or hot-dipped galvanized or stainless steel and otherwise certified rust-proof.

The Proponent should be aware that the entire DPT site is located above a fresh water lens. Protocols and procedures for managing and reporting any spills of contaminants that could affect the fresh ground water during construction are published on the Department for the Environment and Natural Resources (DENR) web page, with links provided in Annex C- Scope of Works. The successful proponent will be required to follow these notification and clean up procedures in the event of any spills of contaminants during construction, testing and commissioning.

The Occupational Health and Safety Act 1982 applies. During installation, commissioning and training, that is, at all times, personnel will be required to wear the appropriate PPE, including, but not limited to, stout footwear, reflective bibs/jackets, hard hats, gloves and goggles as appropriate.

Note that proponent's design solutions will need to meet all the requirements noted below. DPT can assist with where proponents can obtain information on these.

- a) Relevant Government of Bermuda Legislation
- b) Planning application requirements
- c) Building Codes and Standards including:
- d) Bermuda Building Code (IBC2012),
- e) Mechanical, Electrical and Plumbing Codes and Standards referenced in the Bermuda Building Code
- f) Fire Codes and Standards (NFPA Codes enforced in Bermuda)
- g) Department of Environment & Natural Resources requirements (Pollution Control: disposal of waste water)
- h) Health and Safety requirements.

See Annex D - Existing Bus Wash Drawings and Information

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Pricing (Appendix C)

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

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

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

4. Company Certificate of Incorporation

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

5. Other Mandatory Submission Requirements Proponent Technical Proposal

Proposal Submission Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed twenty (20) pages in length (excluding letter of transmittal, resumes, title page(s), and index/table of contents, attachments or dividers). Information in excess of those allowed will not be evaluated/scored.

One page shall be interpreted as one side of single lined, typed, 8 1/2" X 11" piece of paper.

1. Title Page

Show the RFP number and subject, the name of your firm, address, telephone number(s), name of a contact person, and date.

2. Table of Contents

Clearly identify the materials by section and page number.

3. Letter of Transmittal

(Limited to two (2) pages).

- 3.1 Briefly state an overview of your firm and the firm's understanding of the services to be performed and make a positive commitment to provide the services as specified. State your approach to the project with a timeline and deliverables.

3.2 Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.

3.3 The letter must be signed by a corporate officer or other individuals who have the authority to bind the firm.

4. Experience

4.1 Detail the firm's experience in the same or similar areas of expertise, stability, and its adaptability to providing the required services.

4.2 Provide at least three (3) examples of projects completed that are similar in size and nature. These projects must have been completed by current members of your staff. Include a point of contact, telephone number, and a brief description of the services provided.

5. Primary Account Representative's

Provide detailed information on the qualifications and experience of the Primary Account Representatives as it relates to the required services. Provide details of each representative's background, education, experience and an average number of accounts of the representative are to be assigned to the account.

6. Key Project Staff

Identify key project staff expected to provide services on behalf of the firm. Resumes should be included for each of the individuals referenced. The Government prefers the project will be completed in its entirety by your in house team and subcontractors will not be used.

7. Available Resources

Provide information on resources available to your firm which indicates that you have access to the services necessary to perform the work.

8. Contractor Location

Describe the firm's location where the primary services are to be provided and the ability to meet in person with Department personnel when required during the performance of the contract. (Vendors residing and delivering primary services within Bermuda will be eligible for local Benefit points).

9. Project Methodology and Approach

Provide detailed information on the firm's methodology in meeting the scope of work requirements identified in Appendix D. Describe the overall approach to include any special considerations which may be unique to Government and Bermuda's environment.

Site Organisation and Method Statement

The proponent must provide a detailed method statement with the applicable timetable for all deliverables. The site management and method statement should demonstrate the proponents adequacy to satisfactory execute the Works in conformity with the bidding documents.

- a) The proponent must provide a detailed method statement with the applicable timetable for all deliverables.
- b) The method statement will be used to judge the understanding of the works, capacity to meet the schedule and requirements of the tender, and assumptions for pricing.
- c) Method Statement for each key activity should show construction methods, equipment, workers on-site, materials and general methodology for carrying out the Work.
- d) Method Statement should show Health and Safety measures of identified risks.
- e) The Method Statement must clearly identify all activities shown on the Timetable and describe:
 - (i) Proposed Interval/Phase status updates and when these will be provided to the employer,
 - (ii) Financial reporting schedule and when these reports will be provided to the employer,
 - (iii) Any other critical path reporting processes and when these will be provided to the employer.

Note that this document can also form the basis for the development of a Construction Management Plan which will be required to be submitted with the Building Permit.

Demonstrated Knowledge

The Proposal shall include the assigned project team's demonstrated knowledge of, expertise and experience with providing similar services and completing similar types of contracts within the past 5 years. References for key team members are required.

See Annex E - Demonstrated Knowledge & Experience Forms

Project Team Availability

The Proposal shall clearly identify a Project Manager and include the names and qualifications of all personnel of the proposed team to be assigned to the contract and a chart representing the proposed organizational structure of the team. The Proposal shall demonstrate that the key personnel has the time available to work on the project. The Proposal shall include the estimated number of hours individual personnel will dedicate to the project.

Joint Venture Submission

Proposals submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

1. The proposal, and in the case of a successful proponent, the Form of Agreement shall be signed so as to be legally binding on all partners;
2. 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;
3. 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;
4. All partners of the joint venture shall be liable, jointly and severally, for the execution of the Contract in accordance with the Contract terms and 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); and,

5. A copy of the joint venture agreement entered into, by the joint venture partners, shall be submitted with the proposal.

D. MANDATORY TECHNICAL REQUIREMENTS

Bus Wash Facility Infrastructure

The proponent must provide detailed information and layouts including technical drawings sufficient to describing the complete requirements of the proposed replacement Bus Wash Facility taking into consideration the location of the existing electrical supply, existing water supply, existing drainage and existing water reclamation systems and the requirement to service the combination of both diesel and electric buses within the full DPT fleet. See the relevant section of the Annex B "Scope of Services" for further details.

See Annex F - Ft. Langton Site Information

Bus Wash Facility Operation and Maintenance

The proponent must provide detailed information on specific maintenance requirements for the new Bus Wash Facility taking into consideration tying into the existing electrical supply, existing water supply, existing drainage and existing water reclamation systems and the requirement to service the combination of both diesel and electric buses within the full DPT fleet. See the relevant section of the Annex B "Scope of Services" for further details.

E. PRE-CONDITIONS OF AWARD

1. Financial Checks

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

2. Insurance

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

Proof of Insurance is required.

The successful proponent shall furnish the Government with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies as may be expected. The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) calendar days written notice has been received by the Government.

Certificates should be submitted within 15 calendar days after award of contract and before any work begins at the site.

3. Safety & Health

All works must be carried out in strict accordance with the Bermuda Occupational Safety and Health Act, 1982 and Occupation Safety and Health Regulations of 2009.

Alcohol, Smoke and Drug-Free Policy: All Government buildings and work sites are designated as alcohol, smoke, and drug-free.

The successful proponent shall furnish the Government with their Health and Safety plan and completed Construction Safety Plan Form. Refer to Annex G - Health & Safety Checklist and the requirement for the successful proponent to complete and submit this information to the Ministry of Public Works, Safety and Health Office, within 15 calendar days after award of contract and before any work begins at the site

See Annex G - Health & Safety Checklist

4. Notice of Commencement of Construction Work

As a pre-condition of award, the successful proponent will be required to complete and submit the Notice of Commencement of Construction Work required under Regulation 264 of the Occupational Safety and Health Regulations. Refer to Annex H - Commencement of Construction Notification.

See Annex H - Commencement of Construction Notification Forms

F. RATED CRITERIA

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

Information/data specification sheets should be submitted for each item proposed.

#	Category	Weighting (%)	Threshold
1	Pricing	40	N/A
2	Experience and Capacity	10	N/A
3	Bus Wash Replacement Requirements and Warranty	20	N/A
4	Social, Economic and Environmental (Local Benefits)	30	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Experience and Capacity

Each proponent should provide the following in its proposal:

1. a brief description of the proponent;
2. a description of its knowledge, skills, and experience relevant to the Deliverables; and
3. the roles and responsibilities of the proponent and any of its agents, employees, and subcontractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

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

- Are sufficient people with the requisite skills assigned to the project?
- Does the project team understand the Government's needs?
- Does the bidder clearly demonstrate the ability to meet the Government's requirements?
- Does the proponent have the support capability required?
- Can the proponent lead, facilitate, and coordinate project planning and execution?
- Do the persons who will be working on the project have the necessary skills?
- Has the bidder performed well on previous Government Projects?
- Is the bidder able to complete the work within the required timeframe?
- Does the bidder offer evidence that they have sufficient, suitably experienced resources available to complete the work?
- Does the bidder have a good track record of ensuring the health, safety, and welfare at work for all their employees?
- Were the bidder's referees positive about their experience of working with the contractor/vendor/supplier, and would they use the bidder again?

3. Bus Wash Replacement Requirements and Warranty

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

- Is the Bus Wash system design and functionally suitable and in compliance with schedule requirements.
- Is the Bus Wash system reliable, with good warranty terms and access to spare parts?
- Does the proponent provide additional value added services?

4. Social, Economic and Environmental (Local Benefits)

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

- Number of Bermudians employed by the bidder;
- If the bidder is a specified business;
- Engagement of Bermudian employee (%) during the project;
- Use of specified businesses in the proponent's supply chain;

- Use of specified business as subcontractors (if applicable);
- Safety and health record of the proponent for the three immediately preceding years of reporting;
- Environmental considerations and policy (each proponent to provide a copy)

See Annex I - Social, Economic and Environmental (Local Benefits)

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 _____