



BERMUDA LAND DEVELOPMENT COMPANY LIMITED

Request for Proposals

For

BLDC Water Wastewater Infrastructure Program

**Tender Package # 2B.1 – Echo Lane to Mullet Bay Park
Piping & Pumping Infrastructure**

Request for Proposals No.: 19_002/24-03-21/2B.1

Issued: **Wednesday, March 24, 2021**

Submission Deadline: **Wednesday, April 7th, 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 Bermuda Land Development Company Ltd (BLDC) to prospective proponents to submit proposals for **BLDC Water Wastewater Infrastructure Program Tender Package # 2B.1 Echo Lane to Mullet Bay Park – Piping & Pumping Infrastructure**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Works involve the supply and installation of new HDPE water transfer main, sanitary sewer force main, reclaim water transfer main and PVC communication conduit of sizes and locations as shown on the Contract Drawings. The limits of the work is from Echo Lane to Mullet Bay Park.

The Works consist of:

1. Open trench excavation, pipe installation, backfilling, compaction and site restoration.
2. Contractor identification of existing utilities and coordination for new piping installed in proposed trenches
3. Installation of combination air release valves in concrete block manholes at high points along the sanitary sewer force main and reclaim water transfer main, where shown on the Contract Drawings.
4. Installation of resilient seated gate valves along the potable water transfer main where shown on the Contract Drawings.
5. Installation of resilient seated gate valves along the sanitary sewer force main where shown on the Contract Drawings.
6. Installation of flushing connections where shown on the Contract Drawings.
7. Installation of communication hand holes where shown on the Contract Drawings.
8. Installation of all other piping accessories for completion of Work to full operational capacity.
9. Hydrostatic Pipe Testing (all pipes)
10. The Contractor will be responsible for the transport of all materials to storage on site or off site.
11. For the Work Under this Contract the BLDC shall furnish:
 - (a) 5,600 LF of 8" HDPE Blue Stripe pipe.
 - (b) 5,600 LF of 6" HDPE Lilac Stripe pipe.
 - (c) 6,200 LF of 6" HDPE Green Stripe pipe.
 - (d) 640 LF of 4" HDPE Green Stripe Pipe
 - (e) 6,200 LF of 4" PVC Schedule 40 Communication pipe.
 - (f) One (1) 2-inch Combination Air Release Valve for sanitary sewer application
 - (g) One (1) 2-inch Combination Air Release Valve for Reclaimed Water application.
 - (h) One (1) 2-inch Combination Air Release Valve for Potable Water application.
 - (i) Four (4) 6-inch Resilient Seated Gate Valve
 - (j) Three (3) 8-inch Resilient Seated Gate Valve

12. The piping shall be picked up by the contractor from the BLDC pipe storage facility located at Orange Hole Road Storage Depot, St George's DD03, Bermuda. The Contractor shall provide piping in all quantiles and sizes above what is being provided by BLDC.
13. The Contractor will be responsible for the transport of all materials to storage on site or off site.
14. The Project shall be constructed under the FIDIC Conditions of Short Form of Contract.

1.2 RFP Contact

For the purposes of this procurement process, the "RFP Contact" will be: **Stephen Tucker at email stucker@bldc.bm**

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the BLDC, 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.

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 Stephen Tucker at email stucker@bldc.bm prior to the Submission Deadline noted in the RFP timetable below.

Amendment/addenda (if any) will be posted at:

<https://www.bldc.bm/category/tenders-rfps/current-tenders-rfps/>

Proponents should visit the BLDC Portal on a regular basis during the procurement process.

1.3 Type of Contract for Deliverables

The selected proponent will be required to enter into an agreement with the BLDC for the provision of the Deliverables in the form attached as Appendix A to the RFP (the "Agreement"). It is the BLDC's intention to enter into the Agreement with only one (1) legal entity.

The term of the Agreement is to be for a period of ninety (90) calendar days, 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

Issue Date of RFP	Wednesday, March 24th, 2021
Pre-Bid / Site Meeting	Thursday, April 1st, 2021
Deadline for Questions	Monday, August 5th, 2021
Deadline for Issuing Addenda	Monday, August 5th, 2021
Submission Deadline	WEDNESDAY, APRIL 7th, 2021
Irrevocability Period	
Anticipated Execution of Agreement	

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

Pre- Bid meeting and Site Visit

The Proponent's designated representative is invited to attend a pre-bid meeting and site visit; the purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The Proponent is requested, as far as possible, to submit any questions in writing, to reach the RFP Contact not later than three days before the meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a proponent.

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

All Proponents or their official representative(s) on their own cost and responsibility are advised to attend the Pre-Bid meeting and Site tour to examine the site of the proposed work, so as to be fully acquainted with existing conditions and limitations.

The BLDC reserves the right to refuse any request for individual conducted site tours, at any other time than that identified in this RFP.

Minutes of the meeting, including copies of the questions raised and responses given, will be furnished expeditiously to Proponents. Any modification of the RFP documents that may become necessary as a result of the site tour meeting will be posted as addenda on the BLDC portal:

<https://www.blcd.bm/category/tenders-rfps/current-tenders-rfps/>.

1.5 Submission of Proposals

1.5.1 Proposals to be submitted at Prescribed Location

Proposals can be submitted either to:

1. Submission Box at the BLDC,
1 Triton House, Longfield Road, Southside, St. David's, DD03 P.O. Box 220 St.
George's Bermuda
Attention Mr. Stephen Tucker
Ref: BLDC Water Wastewater Infrastructure Program Tender Package #2B.1 – Echo
Lane to Mullet Bay Park
2. Submission via Email to stucker@bldc.bm
Attention Mr. Stephen Tucker
Ref: BLDC Water Wastewater Infrastructure Program Tender Package #2B.1 – Echo
Lane to Mullet Bay Park

1.5.2 Proposals to be submitted on Time

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

1.5.3 Proposals to be submitted in Prescribed Format

Proponents shall submit at minimum two (2) original signed hard copies of their proposal and one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and e-copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the proposal, the hard copy of the proposal will prevail. Proposals should be submitted in a sealed package and prominently marked with the Tender Package Name and Number and RFP number (see RFP cover). The full legal name and return address of the proponent should be marked on the package as well. Emailed submittals are also acceptable. Include the Tender Package Name and Number and RFP number in the subject line of the email. Proposals will not be opened until **Wednesday, April 7th, 2021 03:00:00 PM AST**

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

1.5.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission

Deadline and must be signed by an authorized representative of the proponent. The BLDC is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of 90 calendar days running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The BLDC will conduct the evaluation of proposals in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the BLDC, be rejected. The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

The BLDC 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. The BLDC will also use previously submitted Statement of Qualifications submittals to determine if technical requirements have been met. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of the BLDC, be disqualified and not evaluated further.

2.3.2 Rated Criteria

The BLDC 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 price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Selection of Top-Ranked Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of the BLDC, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent selected by way of lowest price.

2.6 Notice to Proponent and Execution of Agreement

Notice of selection by the BLDC to the selected proponent shall be given in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the BLDC and may be waived by the BLDC.

2.7 Failure to Enter into Agreement

In addition to all of the BLDC's other remedies, if a selected proponent fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, the BLDC may, without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

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

3.1.2 Proposals in English

All proposals must be written in the English language only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

In the evaluation process, the BLDC 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 BLDC or other institutions.

3.1.5 Information in RFP Only an Estimate

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

3.1.6 Proponents to Bear Their Own Costs

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

3.1.7 Proposal to be Retained by the BLDC

The BLDC 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 BLDC makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The BLDC may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.9 Equivalency

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

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. All questions or comments submitted by proponents by email to the RFP Contact shall be deemed to be received once the email has entered into the RFP Contact's email inbox. No such communications are to be directed to anyone other than the RFP Contact. The BLDC is under no obligation to provide additional information, and the BLDC shall not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The BLDC shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the BLDC, 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.blcd.bm/category/tenders-rfps/current-tenders-rfps/> 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 BLDC. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify and Clarify

When evaluating proposals, the BLDC may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The response received by the BLDC shall, if accepted by the BLDC, form an integral part of the proponent's proposal.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once the Agreement is executed by the BLDC 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 N/A

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

could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

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

3.4.3 Disqualification for Prohibited Conduct

The BLDC may disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the BLDC 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 the BLDC or its Board, in the selection or evaluation of any proponent.

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the BLDC; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

The BLDC 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 BLDC, 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 BLDC

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

- (a) is the sole property of the BLDC 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 BLDC; and
- (d) must be returned by the proponent to the BLDC immediately upon the request of the BLDC.

3.5.2 Confidential Information of Proponent

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 BLDC. The confidentiality of such information will be maintained by the BLDC, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis to advisers retained by the BLDC 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.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the BLDC

The BLDC reserves the right to

- (a) make public the names of any or all proponents;

- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;
- (e) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to the BLDC;
- (j) cancel this RFP process at any stage;
- (k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (l) accept any proposal in whole or in part; or
- (m) reject any or all proposals;

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

3.6.2 Limitation of Liability

By submitting a proposal, each proponent agrees that

- (a) neither the BLDC nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and

- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the BLDC's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

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

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the BLDC; 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

See Annex A - Form of Agreement

APPENDIX B – SUBMISSION FORM

1. Proponent Information

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.	
Full Legal Name of Proponent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Country:	
Postal Code:	
Phone Number:	
Proponent’s Social Insurance Number issued by the Government of Bermuda:	
Proponent’s Payroll Tax Number issued by the Government of Bermuda:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.

3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

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

5. No Prohibited Conduct

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

6. Conflict of Interest

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

7. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of 120 days following the Submission Deadline.

8. Disclosure of Information

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

9. Execution of Agreement

The proponent agrees that in the event its proposal is selected by the BLDC, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

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.
- (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 **35 points** of the total score.

Pricing will be scored as follows”

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:

$$\text{lowest price} \div \text{proponent ' s price} \times \text{weighting} = \text{proponent ' s pricing point}$$

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

The BLDC 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.

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

- (a) The BLDC 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 Form

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

The Works involve the supply and installation of new HDPE water transfer main, sanitary sewer force main, reclaim water transfer main and PVC communication conduit of sizes and locations as shown on the Contract Drawings.

The Works consist of:

1. Open trench excavation, pipe installation, backfilling, compaction and site restoration.
2. Contractor identification of existing utilities and coordination for new piping installed in proposed trenches
3. Installation of combination air release valves in concrete block manholes at high points along the sanitary sewer force main and reclaim water transfer main, where shown on the Contract Drawings.
4. Installation of resilient seated gate valves along the potable water transfer main where shown on the Contract Drawings.
5. Installation of resilient seated gate valves along the sanitary sewer force main where shown on the Contract Drawings.
6. Installation of flushing connections where shown on the Contract Drawings.
7. Installation of communication hand holes where shown on the Contract Drawings.
8. Installation of all other piping accessories for completion of Work to full operational capacity.
9. Hydrostatic Pipe Testing (all pipes)
10. The Contractor will be responsible for the transport of all materials to storage on site or off site.
11. For the Work Under this Contract the BLDC shall furnish:
 - (a) 5,600 LF of 8" HDPE Blue Stripe pipe.
 - (b) 5,600 LF of 6" HDPE Lilac Stripe pipe.
 - (c) 6,200 LF of 6" HDPE Green Stripe pipe.
 - (d) 640 LF of 4" HDPE Green Stripe Pipe
 - (e) 6,200 LF of 4" PVC Schedule 40 Communication pipe.
 - (f) One (1) 2-inch Combination Air Release Valve for sanitary sewer application
 - (g) One (1) 2-inch Combination Air Release Valve for Reclaimed Water application.
 - (h) One (1) 2-inch Combination Air Release Valve for Potable Water application.
 - (i) Four (4) 6-inch Resilient Seated Gate Valve
 - (j) Three (3) 8-inch Resilient Seated Gate Valve
12. The piping shall be picked up by the contractor from the BLDC pipe storage facility located at Orange Hole Road Storage Depot, St George's DD03, Bermuda. The Contractor shall provide piping in all quantiles and sizes above what is being provided by BLDC.

13. The Contractor will be responsible for the transport of all materials to storage on site or off site.
14. The Project shall be constructed under the FIDIC Conditions of Short Form of Contract.

See Annex C - Specifications

B. MATERIAL DISCLOSURES

1. The selected proponent will be responsible for the following items:
 - a. Management of Traffic during working and non working hours at this site.
 - b. Conformance with all Ministry of Public Works Department of Highways permit requirements
 - c. Protection of existing utilities and properties.

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. Other Mandatory Submission Requirements

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

Each proposal must include a completed and duly signed copy of the Certificate of Confirmation of Non-Collusion form

D. MANDATORY TECHNICAL REQUIREMENTS

D1. Specifications

See Annex E– Specifications

D2. Eligibility Requirements

The Proponent and/or the Proponent's sub-contractors must meet certain requirements, specified herein, in order to be considered as acceptable to provide a proposal or the project. Proponents, sub-contractors and contracting teams, who fail to meet with the requirements specified herein as to qualifications, will not qualify for this project, and their proposals will not be accepted.

The Proponent must have a minimum of 5 years' experience in the provision of contracting services to provide pipeline installation works

In addition to the experience of the firm or firms as noted above, the experience of the key individuals responsible for the project must meet the following criteria:

Contractor's Project Manager: 5 years of experience in sea bed and trenching pipeline installation and road works

The Proponent shall submit with his completed proposal all appropriate documentation in order to demonstrate the necessary experience and expertise. This shall include descriptions of relevant and similar past projects, details of their Project Team with resumes of key personnel to be assigned to the project and the names and full details of experience of any sub-contractors.

E. PRE-CONDITIONS OF AWARD

Proof of Insurance

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

Financial (Local) 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.

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.

Proposals will be evaluated to determine the best value offered to the BLDC based on pre-determined criteria:

1. The bid price alone will not be the sole determining factor in the selection of the successful proponent for this work. The BLDC will consider the proposal costs for all items identified herein together with the proponent's previously supplied Statement of Qualifications, eligibility requirements, references, and understanding of the scope of work to form the basis for its decision on who will be selected. The BLDC reserves

the right to reject any or all bids and to determine which bid is, in the BLDC's judgment, the most responsive.

2. The evaluation committee may, at its sole option, ask for interviews or oral presentations by any Proponent(s) participating in this process (creation of a short list). Attendance at any such interview will be at the Proponent's expense.

The evaluation committee may seek written clarification from any or all prospective contractors in order to better understand and to evaluate the proposal.

#	Category	Weighting (%)	Threshold
1.	Pricing	35	N/A
2.	Attendance of Pre-Bid site meeting	5	N/A
3.	Previously Submitted Statement of Qualifications	35	N/A
4.	Eligibility Requirements (section D.2)	25	
	Total	100	

1. Pricing

See Appendix C – Pricing

2. FINANCIAL - PRICES AND RATES:

FINANCIAL EVALUATION	Score / 10	Weighting	Weighted Score
Price and Rates (include all costs)	/10	2.5	/25
The Proponent is in a stable Financial Position	/5	1.0	/5
The Proponent has no outstanding BLDC debt	/5	1.0	/5
Prices and Rates Score:			/35

3 . Technical Competence

Technical Competence of Contractor's Team / Organization	Score / 10	Weighting	Weighted Score
Rank the contractor's previously submitted Statement of Qualifications including Social, Environmental and Economic factors.	/35	1.0	/35
Rank contractor's Eligibility Requirements as identified in section D.2	/25	1.0	/25
Contractor's attendance of pre bid site meeting Attendance by personnel from the proponent entity will be a condition of their proposal being considered for further evaluation and will be given the provision of 5 points.	/5	1.0	/5
Technical / Managerial Score:			/65

Components to be evaluated include:

- i. Availability of competent and qualified personnel and other resources to perform the Services;
- ii. qualifications and past performance of assigned staff for similar assignments;
- iii. the Contractor's Corporate Background and performance on similar projects;
- iv. proposed quality management plan for the project;
- v. Business integrity management system

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Proponents

The essence of Open Submissions is that the BLDC 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 Offered by the BLDC.

Confirmation of non-collusion

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

I/We confirm that we have not received any information, other than that contained within the 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.

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____