



Ministry of Public Works And Environment
Department of Works and Engineering

Request for Quotes
For
Call Off Contract for Road Repairs

Request for Quotes No.: **2026-009Q-MPW**

Issued: **Thursday August 20, 2026**

Submission Deadline: **Tuesday September 22nd, 2026 03:00:00 PM Bermuda Local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Quotes (“RFQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to qualify in accordance with Evaluation of Responses (Part 2) for eligibility to provide **Call Off Contract for Road Repairs** as further described in Section A of the RFQ Particulars (Appendix C) (the “Deliverables”).

The Highways Section of the Ministry of Public Works and Environment seeks to engage a Contractor to provide as-needed road repair services across the road network.

The purpose of this engagement is to ensure that road repairs are carried out in a timely, safe, and technically appropriate manner using proper construction practices.

The Contractor shall be engaged on an as-needed basis to carry out localized road repairs at locations instructed by the Ministry Representative(s).

The Contractor shall:

- Carry out only those works instructed by the Ministry Representative(s).
- Provide all labour, plant, materials, and supervision.
- Execute the works in accordance with specifications.

1.2 RFQ Contact

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

Mr. Milton Harris, Principal Purchasing and Supply Officer, Email: msharris@gov.bm

Respondents 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 RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s response.

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

Mr. Milton Harris, Principal Purchasing and Supply Officer, Email: msharris@gov.bm

Amendment/addenda (if any) will be posted at <https://www.gov.bm/procurement-notice>. Respondents should visit the Government Portal on a regular basis during the procurement process.

1.3 Master Framework Agreement

Selected respondents will be invited to enter into an agreement with the Government in the Form of Agreement set out in Appendix E (the “Master Framework Agreement”), which will govern the potential subsequent provision of the Deliverables. The term of the Master Framework Agreement is to be for a period of One Year with an option in favour of the Government to extend the Master

Framework Agreement on the same terms and conditions for an additional term of up to 6 Months based on satisfactory service, performance and pricing for each previous and optional period.

1.4 RFQ Timetable

1.4.1 Key Dates

Issue Date of RFQ	Thursday August 20, 2026
No Pre-Bid / Site Meeting	
Deadline for Questions	Thursday Sept 3rd, 2026
Deadline for Issuing Addenda	Thursday Sept 10th, 2026
Submission Deadline	Tuesday Sept 22, 2026 03:00:00 PM
Rectification Period	5 business days
Anticipated Execution of Agreement	Tuesday October 12th, 2026

All times listed are in Bermuda local time. The RFQ 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

1.5 Submission of Responses

1.5.1 Responses to be Submitted at the Prescribed Location

Responses must be submitted to:

Interested parties are invited to respond to this RFQ by submitting a response to the Ministry of Public Works, Head Office (hand-delivered or email submissions are acceptable) located at:

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

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

Responses should be labelled "RFQ-2026-009Q-MPW" and include a statement of interest and information as requested in the description of requirements and output.

OR:

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

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

In the subject line of the email, please state "RFQ 2026-009Q-MPW". Please ensure to send a copy of your proposal in Adobe or equivalent PDF format.

1.5.2 Responses to be Submitted on Time

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

1.5.3 Responses to be Submitted in Prescribed Manner

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

The original and all copies of the response shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Respondent. This authorization shall consist of a written authorization and shall be attached to the Submission Form included in (Appendix A). 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 response.

Responses are to be submitted in a sealed package prominently marked with the RFQ title and number (see RFQ cover) and will not be opened until Tuesday September 22nd, 2026 03:00:00 PM. The full legal name and return address of the respondent should be marked on the package as well.

1.5.4 Amendment of Responses

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

1.5.5 Withdrawal of Responses

At any time throughout the RFQ process, a respondent may withdraw a submitted response. To withdraw a response, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent. The Government is under no obligation to return withdrawn responses.

[End of Part 1]

PART 2 – EVALUATION AND SELECTION

2.1 Stages of Evaluation

The Government will conduct the evaluation of responses in the following three stages:

2.2 Stage I – Mandatory Submission Requirements

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

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 responses to determine whether the mandatory technical requirements set out in Section D of the RFQ Particulars (Appendix C) have been met. Questions or queries from the Government regarding compliance with 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 response on the basis of the rated criteria as set out in Section F of the RFQ Particulars (Appendix C).

2.4 Stage III – Pricing

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

2.5 Ranking and Selection

Based on the evaluation of the responses in Stage II,

2.6 Notification of Top-Ranked Respondents

The top-ranked respondents selected by the Government to enter into the Master Framework Agreement in accordance with the process set out in the Evaluation of Responses (Part 2) will be so notified by the Government in writing. Each selected respondent will be expected to satisfy the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix C) and to enter into the Master Framework Agreement within the timeframe specified in the selection notice. Failure

to do so may result in the disqualification of the respondent and the selection of another respondent.

2.7 Second-Stage Competitive Process

Respondents who enter into a Master Framework Agreement will then be eligible for invitational second-stage competitive processes.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their responses in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response submitted should reference the applicable section numbers of this RFQ.

3.1.2 Responses in English

All responses must be written in the English language only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

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

3.1.5 Information in RFQ 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 RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a response in response to this RFQ.

3.1.6 Respondents to Bear Their Own Costs

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

3.1.7 Response to be Retained by the Government

The Government will not return the response or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

This RFQ process will not result in any commitment by the Government to purchase any goods or services from any respondent, and the Government is under no obligation to proceed with any second-stage competitive process for the procurement of the Deliverables. The Government makes no guarantee of the value or volume of the Deliverables that may be required over the

term of the Master Framework Agreement. Neither the Master Framework Agreement, nor any agreement entered into pursuant to an invitational second-stage competitive process, will be an exclusive contract for the provision of the 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 respondent 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 RFQ

3.2.1 Respondents to Review RFQ

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

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ 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 RFQ, such information will be communicated to all respondents by addendum. All Addenda (if any) will be published online at <https://www.gov.bm/procurement-notice>. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix A), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

When evaluating responses, the Government may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's response. 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

RFQ Particulars (Appendix C). The Government may revisit, re-evaluate and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

If a respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with the Government's Complaints and Disputes procedures. The notice must provide detailed explanation of the respondent'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 RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the respondent 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 response that is not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ 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 respondent'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 respondent 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 respondent or terminate any contract subsequently entered into if the Government determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.4.4 Prohibited Respondent Communications

Respondents 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 A).

3.4.5 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFQ or selection of respondents pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.4.6 No Lobbying

Respondents shall not in relation to this RFQ 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 respondent.

3.4.7 Illegal or Unethical Conduct

The respondent represents, warrants, and covenants that, in connection with activities performed under this Agreement or on behalf of the Government, the respondent 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 respondent 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 respondent 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 respondent acknowledges and agrees that in the event that the Government believes, in good faith, that the respondent 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 respondent.

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 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 a Conflict of Interest.

3.4.9 No Collusion

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

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 RFQ either before or after the issuance of this RFQ

- (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 RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the RFQ Contact; and
- (d) must be returned by the respondents to the Government immediately upon the request of the Government.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its response 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. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to the Government's advisers retained to advise or assist with the RFQ process, including the evaluation of responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract

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

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

3.6.2 No Legal Relationship or Obligation

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Government by this RFQ process.

3.6.3 Cancellation

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

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

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

3.7 Governing Law and Interpretation

The Terms and Conditions of RFQ Process (Part 3)

- (a) are intended to be interpreted broadly and separately (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 – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the contact for this RFQ response and for any clarifications or communication that might be necessary.

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.

Declaration of Interest: The respondent shall provide details of its ownership and/or managerial structure upon request from the Government. The respondent shall also provide a statement of whether or not it has any relevant and material interest relevant to the provision of Service. Such statement shall be provided at least annually or if there is any change in the interest of the respondent.

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

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that this RFQ process will be governed by the terms and conditions of the RFQ 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) and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Government and the respondent unless and until the Government and the respondent execute a written agreement for the Deliverables pursuant to a subsequent invitational second-stage procurement process.

3. Ability to Provide Deliverables

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

4. Addenda

The respondent 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 respondents to make any necessary amendments to their responses based on the addenda. The respondent confirms it has read, received and complied with these addenda. Respondents who fail to complete this section will be deemed to have received all posted addenda.

5. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

6. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. 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 response; **AND** (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

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

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

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

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

7. 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 Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

SAMPLE CERTIFICATE OF INCUMBENCY

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

DIRECTORS

List

ALTERNATE DIRECTORS

List

OFFICERS

List

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

Company Name:

Date:

Secretary/Director

APPENDIX B – PRICING

1. Instructions on How to Provide Pricing

- (a) Respondents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their responses, or, if there is no table below, by completing the attached form and including it in their responses.
- (b) Pricing shall be provided in Bermuda funds, inclusive of all applicable duties and taxes, which should be itemized separately.
- (c) Pricing quoted by the respondent shall be all-inclusive and shall 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 30 percent of the total score.

3. Required Pricing Information

See Annex A - Pricing Form - Call Off Contract for Road Repairs

APPENDIX C – RFQ PARTICULARS

A. THE DELIVERABLES

Preliminaries

Mobilisation/Call Out

Traffic Control (Stop/Go Personnel)

Traffic Control Devices (Cones Barriers, Signage)

Temporary Traffic Signals

See Annex B - Scope - Call-off Contract for Road Repairs

Site Preparation

Road Cutting/Saw Cutting

Breaking and Removal of Asphalt (including the use of handheld breakers/Kango hammers as part of normal operations)

Disposal of Removed Materials

Surface Preparation

Cleaning & Clearing

Tack Coat

Asphalt Works

Asphalt Supply (Govt), Placement, Compaction, and Finishing

B. MATERIAL DISCLOSURES

The material disclosures that apply to this RFQ, if any, are set out below.

SUPPORTING DOCUMENTS (HEALTH & SAFETY)

Once awarded the following documents (to be provided upon award for completion) will form part of the Health & Safety requirements of this Contract:

- Sample Risk Assessment and Method Statement (RAMS).
- Construction Project Safety Plan Form.

The Contractor acknowledges that no works shall commence until all required safety documentation has been submitted and accepted

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix A)

Each response must include a Submission Form (Appendix A) completed and signed by an authorized representative of the respondent.

2. Pricing (Appendix B)

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

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

Each response must include a Certificate of Confirmation of Non-Collusion Form (Appendix D) completed and signed by an authorized representative of the respondent.

4. Company Certificate of Incorporation

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

5. Certificate of Incumbency

A copy of the Certificate of Incumbency must be included for respondents that are companies/corporations.

6. Other Mandatory Submission Requirements

Capability Summary

The Capability Summary must include:

1. Scope of Services - A comprehensive overview of the services offered, including road repair, paving, milling, resurfacing, and full pavement reconstruction works. Please indicate whether services are self-performed or sub-contracted.

2. Project Experience – A summary of completed and ongoing projects within the past five years, including brief descriptions of the works undertaken, project location, duration, contract value, and client references including contact details or letters of reference, where available.

3. Key Personnel and Staffing – Details of key technical and management staff, including qualifications, years of experience, and specific roles in relevant projects.

4. Equipment Listing – An inventory of company-owned or leased equipment relevant to asphalt and pavement works (e.g. paving machines, milling units, compaction equipment etc.).

5. Material Sources - Description of primary material sources used for aggregates, asphalt, and related construction materials, including details of quality control and supply reliability.

6. Quality Assurance Processes - Description of internal quality control measures, material testing protocols as well as compliance with applicable standards (e.g. ASTM, BSI)

7. Disclosure of any recordable incidents in the past three years.

Company Qualifications and References

Each proposal must include a Company Qualifications and References Form (Company Profile Form).

See Annex C - Company Profile Form - Call-Off Contract for Road Repairs

Local Benefits Form

Each proposal must include a completed Local Benefits Form (Social, Economic and Environmental)

See Annex D - Local Benefits Form - Call-off Contract for Road Repairs

Proof of Insurance

With the submission of proposals, the bidder shall furnish the Government with proof of valid Public Liability, Contractor's All Risk, Employer's Liability, Professional Indemnity and Equipment Insurance relevant to construction and asphalt works.

With the submission of proposals, the bidder shall furnish the Government required 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) calendar days' written notice has been received by the Government. (Endorsements to the Policy that name the Government as an Additional insured and establishment of cancellation notice are required). Certificates should be submitted within ten calendar days after the award of the contract and before any work begins at the site.

D. MANDATORY TECHNICAL REQUIREMENTS

Asphalt Supply

The Asphalt to be used under this contract must be produced and supplied by the Government Quarry.

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 Ministry of Public Works and Environment's Accounts Receivables, 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 RFQ. Respondents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

#	Category	Weighting (%)	Threshold
1	Pricing	30	N/A
2	Experience and Capability	40	N/A
3	Local Benefits (Social, Economic and Environmental)	30	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Experience and Capability

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

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

3. Local Benefits (Social, Economic and Environmental)

The Government has established the minimum evaluation weight regarding Local Benefits for this procurement at 30% of the total points.

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

- Is the proponent a local specified business? (See the Code of Practice for Project Management and Procurement on the Government's Portal for the definition of "Specified Business")
- Local Workforce Utilization

- Number of Bermudians employed by the proponent.
 - Engagement of Bermudian employee (%) during the project.
 - Use of local specified businesses in the proponent's supply chain.
 - Use of local specified business as subcontractors (if applicable).
- Safety and Health record of the proponent for the three immediately preceding years of reporting
- Operational Environmental considerations and policy for their working site and projects. (each proponent to provide a copy)

APPENDIX D – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the respondents

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

All respondent 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 respondent 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 respondent and/or any party involved in the matter.

Any respondents that submits false information in response to this Request for Quotes (RFQ) 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 tender 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 tender pack, or supplementary information provided to all respondents.

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 RFQ Contact the amount or approximate amount of my/our proposed response (other than in confidence in order to obtain quotations necessary for the preparation of the response 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 _____

APPENDIX E –MASTER FRAMEWORK AGREEMENT

The terms and conditions found in the Master Framework Agreement (Appendix E) are intended to provide advance notice of some of the key contractual provisions that would be contained in the form of contract.

See Annex E - Sample Form of Agreement - Services