



**Request for Proposals**  
**For**  
**Engineering Support Services for the Water and Sewage Section**

Request for Proposals **No.:50/800**

Issued: **December 18, 2017**

Submission Deadline: **January 22, 2018, at 3:00 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 as-needed project **Engineering Support Services**, to support the Water and Sewage Section Program as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The selected proponent will be required to work under the direction of the Principal Engineer, Water and Sewage Section or designate to manage and undertake the planning, design and construction of engineering works to support the Water and Sewage Section Programs and upcoming Capital Projects and infrastructure developments including Water Mains, Sewer mains, Water Treatment Plants (WTP), Water Pumping Station (WPS), Septage receiving facilities and any other associated plant. The tasks listed are intended to describe the services to be provided. The services listed are not all inclusive, but rather represent those normally expected during the performance of the contract.

- Design and Preparation of Tender Documents
- Project Management
- Investigations and Feasibility studies
- Administration,
- Planning Consultation

The selected consultant will be required to perform investigations and feasibility studies, prepare tender documents, perform contract management create, assist with the drafting of Contract Award Recommendations and/or cabinet memorandum, and provide site supervision when needed. In addition, the successful proponent will be required to provide Engineer advice to the Department of Planning for water and wastewater related applications and referrals.

## 1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be: **Mr. J. Tarik Christopher** at [tjchristopher@gov.bm](mailto:tjchristopher@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.

Proponents downloading this file and responding are required to register with RFP Contact by emailing their company name and contact information to [tjchristopher@gov.bm](mailto:tjchristopher@gov.bm). Amendment/addenda (if any) will be posted at <https://www.gov.bm/procurement-notice>. Proponents should visit the Government Portal website on a regular basis during the procurement process.

## 1.3 Type of Contract for Deliverables

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

of the Agreement is to be for a period of Two (2) years with an option in favour of the Government to extend the Agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to one (1) year based on need and performance. The as-needed contract is tentatively scheduled to commence on 1 April 2018. The Government does not guarantee any minimum amount of services to be performed for the duration of the contract.

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	December 18, 2017
Submission Deadline	January 22, 2018 at 3:00 PM AST
Anticipated Ranking of Proponents	February 15, 2018
Irrevocability Period	Ninety (90) calendar days
Anticipated Execution of Agreement	April 1, 2018

The RFP timetable is tentative only, and may be changed by the Government at any time. For greater clarity, a business day means all days that the Government is open for business. Proponents are requested to submit a Registration of Interest (RI) prior to the deadline noted in the timetable above. The RI is to be emailed to RFP contact.

#### **1.5 Submission of Proposals**

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

Proposals must be submitted at:

Proposals must be delivered to the Ministry of Public Works, Head Office, 3<sup>rd</sup> Floor General Post Office Building, 56 Church Street, Hamilton, Bermuda.

**IMPORTANT: PROPOSAL MUST BE PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE MINISTRY OF WORKS AND ENGINEERING**

##### **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. Onus and responsibility rest solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. The Government does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

##### **1.5.3 Proposals to be Submitted in Prescribed Format**

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

Proposals should be prominently marked with the

“Engineering Support Services for Water and Sewage, Reference #50/800,

“DO NOT OPEN BEFORE 3:00 PM AST on January 22, 2018”,

and include RFP title and number (see RFP cover), with the full legal name and return address of the proponent 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 provision of the Deliverables. Proponents may withdraw a submitted proposal prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. The Government is under no obligation to return withdrawn proposals.

#### **1.5.6 Proposals Irrevocable after Submission Deadline**

Proposals shall be irrevocable for a period of Ninety (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 Government will conduct the evaluation of proposals in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

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

#### **2.2.1 No Amendment to Forms**

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

### **2.3 Stage II – Evaluation**

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

#### **2.3.1 Mandatory Technical Requirements**

The Government will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of the Government, be disqualified and not evaluated further.

#### **2.3.2 Rated Criteria**

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

### **2.4 Stage III – Pricing**

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

### **2.5 Selection of Top-Ranked Proponent**

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

## **2.6 Notice to Proponent and Execution of Agreement**

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

## **2.7 Failure to Enter into Agreement**

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

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

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

#### **3.1.2 Proposals in English**

All proposals must be written in the English language only.

#### **3.1.3 No Incorporation by Reference**

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

#### **3.1.4 References and Past Performance**

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

#### **3.1.5 Information in RFP Only an Estimate**

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

#### **3.1.6 Proponents to Bear Their Own Costs**

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

#### **3.1.7 Proposal to be Retained by The Government**

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

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

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



### **3.1.9 Equivalency**

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

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

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

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

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

### **3.2.2 All New Information to Proponents by Way of Addenda**

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

When evaluating proposals, the Government may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the RFP Particulars

(Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the proponent's proposal.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

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

#### **3.3.2 Debriefing**

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

#### **3.3.3 Procurement Protest Procedure**

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

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

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

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

#### **3.4.2 Disqualification for Conflict of Interest**

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

### **3.4.3 Disqualification for Prohibited Conduct**

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

### **3.4.4 Prohibited Proponent Communications**

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

### **3.4.5 Proponent Not to Communicate with Media**

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

### **3.4.6 No Lobbying**

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

### **3.4.7 Illegal or Unethical Conduct**

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 Government; 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 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 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. 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.

### **3.6 Procurement Process Non-Binding**

#### **3.6 Reserved Rights and Limitation of Liability**

##### **3.6.1 Reserved Rights of The Government**

The Government reserves the right to

- (a) make public the names of any or all proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to

any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;

- (e) waive formalities and accept proposals only and participation in that substantially comply with the requirements of this RFP is not intended;
- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to the Government ;
- (j) cancel this RFP process at any stage;
- (k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (l) accept any proposal in whole or in part; or
- (m) reject any or all proposals;

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

### **3.6.2 Limitation of Liability**

By submitting a proposal, each proponent agrees that

- (a) neither the Government nor any of its employees, 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 Government's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

By submitting a proposal, each proponent agrees that

### **3.7 Governing Law and Interpretation**

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

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Government; and
- (c) are to be governed by and construed in accordance with the laws of Bermuda applicable therein.

[End of Part 3]

## APPENDIX A – FORM OF AGREEMENT



FORM OF  
AGREEMENT.docx

## 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:	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Type of Business Structure	
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:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	
Have you performed work for the Government of Bermuda previously? If yes, Please provide name of the project (s) performed and the name of the department(s) the work was performed at.	



Total Number of Persons Currently Employed	
Total Number of Currently Employed Bermudians	
Total Number of Currently Employed Non-Bermudians	
Provide a bank reference demonstrating that the company is in a stable financial position	
Does the Company have any outstanding Government debt? If so give details of amount and days overdue.	

**2. Offer**

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

**3. Rates**

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

**4. Addenda**

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

**5. No Prohibited Conduct**

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

**6. Conflict of Interest**

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

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

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

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

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

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**7. Proposal Irrevocable**

The proponent agrees that its proposal shall be irrevocable for a period of Ninty (90) calendar days following the Submission Deadline.

**8. Disclosure of Information**

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

**9. Execution of Agreement**

The proponent agrees that in the event its proposal is selected by the Government, in whole or in part, it will finalize and execute 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.

**End of Appendix B**

## 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 except for [**\*\*insert appropriate tax (es)\*\***], 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 30 points of the total score.

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:

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

In addition to any rights to verify and clarify

- (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 Bidder 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

#### Schedule of Rates - to provide Engineering Support Services

POSITION	RATE	RATE	RATE	RATE	AVAILABILITY
	Hourly Rate	Daily Rate(7hr)	Weekly Rate(35hr)	Monthly Rate(140hr)	Maximum man-hrs per month available per category
Senior Engineer					
Junior Engineer					
Engineering Designer (EIT)					
Draughtsman/ Technologist					
Sub-Consultant Handling Charge (%)					

Notes:

1. The Consultant is required to complete in full the above rate schedule.
2. Rate Schedule – Include rate schedule of professional staff and services. Base rates included shall be used throughout the base period of the contract (two years). NOTE: If the Client extends the contract for an additional year, base rates shall be adjusted in line with the Bermuda rate of inflation for the previous 12 months as determined by the Water and Sewerage section.
3. All rates and prices in the schedule are to be inclusive of all other associated works as described in the Contract documents, materials, related accessories, storage, transport, assembly, placement, overhead and profit.
4. Billing – Government requires that all billing for work done by the end of billing period to be submitted to the Ministry on a monthly basis. Each billing shall be submitted with a status report describing progress made during the billing period on each task along with percent complete for each task. Final billing will be approved for payment only after a completed status report has been approved by the Ministry.

**End of Appendix C**

# APPENDIX D – RFP PARTICULARS

## A. THE DELIVERABLES

The Scope of Services Required is as follows:

### 1.1.1 Overview of the Scope of Work

The Government (“Client”) shall retain the Consultant to provide professional engineering services to the Water and Sewage Section of the Department of Works and Engineering. The Consultant will be required to work under the direction of the Principal Water and Sewage Engineer or designate to manage and undertake of the planning, design and construction of engineering works for water or sewerage facilities, including investigations and feasibility studies, preparation of tender documents, contract management and site supervision located within service areas identified under the contract.

The Consultant will be required to perform investigations and feasibility studies, prepare tender documents, create draft cabinet memorandum, requisitions for good and services, and provide site supervision when needed. In addition, the Consultant will also be required to provide engineer advice to the Department of Planning for Water and Sewage related applications and referrals.

The Consultant shall ensure compliance with Government’s Financial Instructions where applicable and the terms and conditions of all contracts, ensuring that functional requirements and performance are met.

### 1.1.2 Manpower and Qualifications:

As a minimum requirement, the following equivalent services must be made available to the Client:

Table 1A – Resource Categories

Position	Qualifications
Senior Engineer	Licensed Professional Civil Engineer / Mechanical Engineer/Chemical At least ten (10) years’ experience in experience in engineering, with an emphasis on design and project management for water and sewerage infrastructure works five (5) years’ of which shall be post professional designation. <ul style="list-style-type: none"><li>• A minimum of three (3) years’ experience in the Public Sector, specifically the Bermuda Government.</li><li>• Knowledge of Ministry of Public Works procurement practice, Government’s Financial Instructions, FIDIC standard forms of contract, Government documentation, writing of Cabinet memorandums and Contract Award Recommendations.</li></ul>

	<ul style="list-style-type: none"> <li>• Knowledge of the NEC3 standard forms of contract would be an advantage.</li> </ul>
Junior Engineer	Must have a minimum of three (3) years post professional designation (CEng, PEng, or equivalent) experience with a minimum of seven (7) years overall experience (post qualification BSC, BEng, or equivalent) in engineering with an emphasis on design and project management for water and sewerage infrastructure. Management of construction sites and financial control and certification.
Engineer In Training (EIT)	Must have a minimum of three (3) years overall experience, post qualification B.Eng. or equivalent in engineering with an emphasis on design and project management for water and sewerage infrastructure. Management of construction sites and financial control and certification.
Sub-Consultant	Provision of Specialist Services at the request of the Client

### **1.1.3 Conditions of Service Provision**

The service to be provided is one of technical resource support to the Ministry of Public Works, Water and Sewage Section. The level of support will be predicated on the resource levels within the Water and Sewage Section. The scope of services will be detailed in individual service packages related to specific projects. An estimate of the cost of these services for each package will be provided by the Consultant and agreed with the Client prior to commencement of work. The agreed estimate of cost will form the budget for those services. Service packages may require input from any or all of the above resource categories found in Table 1A.

- Assignments in excess of seven (7) hours and less than thirty-five (35) hours duration will be paid at the daily rate and pro-rated at the daily rate for hours less than a full day's duration.
- Assignments in excess of thirty five (35) hours and less than one hundred and forty (140) hours continuous duration will be paid at the weekly rate and pro-rated at the weekly rate for hours less than a full week's duration.
- Assignments in excess of one hundred and forty (140) continuous duration will be paid at the monthly rate for each one hundred and forty (140) continuous hours worked and at the weekly rate and weekly pro-rated rates for hours less than a full month's duration.

Note: Dependent upon workload, the commitment may become notionally full time for an average thirty-five (35) man-hours per week to a total of approximately one hundred and forty (140) man-hours per calendar month. The ability to meet this demand will be an advantage.

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require. The Client shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding any provisions expressed or implied to the contrary. All



design calculations, drawings, investigations, reports and other like intellectual property will become property and copyright of the Client.

It is anticipated that the (as-needed) contract will be awarded for two (2) years with an option in favour of the Government to extend the Agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to one (1) year based on need and performance. The as-needed contract is tentatively scheduled to commence on **1 April 2018**. The Government does not guarantee any minimum amount of services to be performed for the duration of the contract.

#### **1.1.4 Potential Service Packages**

The Ministry is in the process of continuing as well as intending to initiate several major capital projects and infrastructure developments as deliverables under this contract. The projects in List 2A are scheduled for development and /or completion in the twenty four (24) month period with projects in List 2B additional potential projects for inclusion in the works period:-

##### **List 2A**

- Advanced Metering Infrastructure Implementation Program
- Capital Maintenance of Facilities Program
- St. Georges Infrastructure Improvement Program
- Tynes Bay Septage Facility Upgrade Phase 2
- Trail Mains Replacement Program
- Devon Springs and Quarry Potable Water Pump Station upgrade
- North Shore Truckers/TBSWRO Well filed Site Infrastructure Upgrade Program
- Frog Lane Truckers Access system
- Central Well Field Modelling Project
- Water and Wastewater Servicing Governance and regulation implementation Program
- Prospect WTP – Phased Retrofit Program – UF # and RO#1 Retrofit

##### **List 2B**

- Water and Wastewater Capital Program Strategy Consult Program
- Prospect WTP – Phased Retrofit Program
- Remote Control and Monitoring Phase Implementation Program
- Water and Wastewater Servicing Strategy Recommendation implementation Program.

#### **1.1.5 Service Package Deliverables**

The items below give a comprehensive illustration of the possible required duties of the Consultant ;

##### **1. Design and Preparation of Tender Documents**

- a. Produces preliminary sketches and designs in consultation with client departments.
- b. Obtains approvals as necessary from Planning Department
- c. Produces design and working drawings

- d. Prepares detailed designs which may involve dealing with other disciplines (mechanical, electrical, structural engineering etc.) to ensure coordination and compatibility of design elements.
- e. Produces specifications and sets standards for drawings and contract documents.
- f. Ensures designs are in compliance with local and international codes of practice and standards
- g. Checks drawings and calculations to ensure design adequacy.
- h. Prepares tender documents in accordance with the Government Templates, guidelines and recommendations;
- i. Responds to tender queries and communicates addenda to bidders
- j. Prepares bills of quantities and tender documents and then places tenders and advises on acceptance upon return.
- k. Assists in the evaluation of tenders and the production of cabinet award recommendations and draft cabinet memoranda for cabinet approval.

## **2. Project Management**

- a. Manages site supervision on a daily basis. Directs and monitors work of contractors.
- b. Carries out performance tests on completion of contract to ensure compliance with specifications.
- c. Ensures that projects are constructed to specification, on time and within financial constraints.
- d. Prepares for approval interim and final payments as well as variation and change orders.
- e. Supervises the satisfactory completion of projects and correction of defects before producing for approval of final payment.
- f. Completes consultations and correspondence with contractors, public utilities and other departments as required.
- g. Holds regular project meetings with contractor and records minutes

## **3. Investigations and Feasibility Studies**

- a. Completes site inspections, surveying and information gathering for preliminary investigation work.
- b. Completes alternative engineering solutions thorough economic analysis and feasibility studies. Provides scheme options with estimated costs for relevant committees and clients.

## **4. Administration**

- a. Consults with all organizations and Government bodies that may be affected by any proposed works
- b. Orders materials and ensures delivery to match construction programme.
- c. Supervises consultants undertaking specialist activities on behalf of the Structural Section.
- d. Prepare monthly reports for the client on the status of all projects.
- e. Provide project cost estimates to the Client or designate for annual budgeting purposes.

- f. oversees the work of and/or mentoring junior/trainee civil engineers within the section working on the same or parallel capital works projects ;

## **5. Planning Consultation**

- a. Reviews planning submissions for code compliance, design suitability and verifies design calculations and criteria and provides comments, feedback and professional advice.
- b. Consults with other Government sections that may be affected by any proposed works.

### **1.1.6 Service Package Submittals**

- a. The Consultant shall develop and maintain a system for documenting the records of events and attendance and submit reports to the Client on a monthly basis. The Client may require additional information that the Consultant would normally be expected to compile as complete documentation of the service.
- b. The reports shall be submitted to the Client each month and shall be used as a basis for payment when invoices are received. Any and all reports and drawings prepared during the term of this contract shall become the property of the Bermuda Government
- c. The following details are the minimum required by the Client and shall be contained in the Monthly Report:
  - i. Details of attendance including time and services rendered
  - ii. Summary of work carried out that month and hours allocated to each task.
  - iii. Progress report on each task showing percentage of completion.
  - iv. Any supporting documentation
- d. The Consultant shall maintain all records and reports as required by law.
- e. Invoices for the work shall be addressed to the Client and must include the Purchase Order Number (s) associated with the projects managed under this contract. The reports and invoices must be submitted promptly via email to [tjchristopher@gov.bm](mailto:tjchristopher@gov.bm) and copied to [kperinchief@gov.bm](mailto:kperinchief@gov.bm).

### **1.1.7 Insurance Coverage Required:**

- **The Consultant shall provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss ( including reasonable lawyers' fees and legal costs) of or damage to property, arising from or in connection with the provision of services under this Contract.**

### **1.1.8 Special Considerations**

The Client may require that the Consultant procure specialist engineering services and / or additional resources from a third party if the Consultant does not have sufficient resource to provide the services required. In the event that such services are required by the Client shall procure these services competitively and demonstrate this through obtaining at least three (3) quotations.

Any such services shall be provided under the same terms and conditions as this contract or under a sub-consultant agreement agreed in writing with the Client.

### **Equipment, Facilities and Services to be provided by the Client**

#### **Item to be provided by the Client**

Client to provide access to server data where required.

Client to make available to the Consultant any relevant information including preliminary data as requested by the Consultant and in a timely manner.

Dependent upon need, the Client may require the Consultant to work predominantly from the Client's office. In such cases, the Client will provide the Consultant with office space during Government's Normal working hours. The Office Space will be provided with a suitably equipped workstation, including access to photocopier, scanner, stationery, computer and software for use exclusively for projects covered by this contract.

### **PROPERTY RIGHTS**

The Client shall hold all property rights, such as copyright, patents and registered trademarks, on matter directly related to, or derived from, the work carried out through this contract.

#### **B. MATERIAL DISCLOSURES**

[N/A]

#### **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**

**The following documents must be included in your proposal response;**

- Signed copy of Certificate of Confirmation of non-Collusion (Appendix E)
- Executive Summary - Include a brief overview describing the highlights of tender.
- Company Organizational Chart and resume profiles of Key Personnel
- Copies of the Certificate of Incorporation of the Company, Project Approach – Please discuss your company’s overall approach to a typical as-needed project.
- Names and addresses of two (2) referees who are able to give professional references relating to previous work
- A document highlighting experience with similar projects
- A list of any previous projects performed for Government (if applicable)
- Proof of Insurance:
- Confirmation of Addenda received
- Copy of the company’s Safety and Health Policy and Environmental Policy
- Any other materials required to be completed and submitted in accordance with the RFP documents.

**D. MANDATORY TECHNICAL REQUIREMENTS**

N/A

**E. PRE-CONDITIONS OF AWARD**

**a) Safety and Health**

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

**b) Insurance**

Upon award of contract, the proponent shall submit evidence, such as a copy of a certificate or a letter from his insurers, confirming insurance has been retained for the amount referenced.

**c) Confidentiality Agreement:**

The selected proponent and the key individuals may be required to sign a project confidentiality agreement limiting information that may be discussed outside the team.

**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.

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>	<b>Minimum Threshold</b>
i. Experience and Qualifications	50 Points	20
ii. References	10 Points[	N/A
iii Social, Environmental and Economic	10 Points[	N/A
<b>Pricing</b> (See Appendix C for details)	30 Points	N/A
<b>Total Points</b>	100 Points	N/A

**i. Experience and Qualifications**

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent [ /5];
- (b) a description of the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective Knowledge ,skills and expertiseits relevant to the Deliverables; and[ /10]
- (c) How well do the qualifications and experience of the staff assigned by the proponent meet the requested qualifications under the requirements [ /5]
- (d) Does the Proponent have staff familiar with (Government) procurement and contract management experience [ /10]
- (e) Does the proponent have the availability and capacity to timely perform the engineering services described in this RFP for the duration of the contract [ /10]
- (f) Has the proponent performed well for the Government in previous projects? [ /10]

**ii. References**

Each proponent is requested to provide two (2) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last three (3) years.

the Proponent’s referees positive about their experience of working with the Consultant [ /10]

**iii. Social, Environmental and Economic**

Percentage of workforce that is Bermudian or has Bermudian status. [ /5]

Does the proponent offer evidence of mentoring of EIT’s,providing apprenticeships/training positions or being willing to offer them? [ /2.5]

Does the proponent have Safety and Health Policy and Environmental Policy? [ /2.5]

**End of Appendix D**

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

## **Notes for the Proponent**

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

All bidders 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 bidder 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 bidder and/or any party involved in the matter.

Any bidder that submits false information in response to a proposal, and any other person or company involved in collusion, may be excluded from tendering 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 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 bidders.

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 Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) or

(b) entering into any agreement or arrangement with any other person that he shall refrain from tendering 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 tender.

Signed

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

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

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