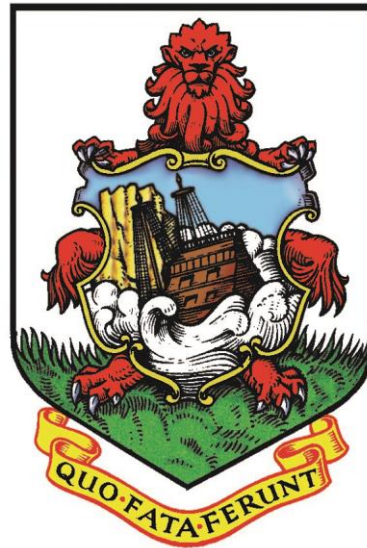




GOVERNMENT OF BERMUDA

Ministry of Public Works

**Department of Works and Engineering**



**REQUEST FOR PROPOSALS**

**FOR**

**Structural Engineering and Quantity Surveyor  
Support Services**

**Request for Proposals No.: 60-100-00**

***Date Issued: June 10 2019***

***Submission Deadline: June 2 2019, 3:00pm AST***



## TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>	<u>Page</u>
	<b>Invitation and Introductions</b> .....	<b>1</b>
	<b><u>PROPONENTS TERMS AND CONDITIONS OF THE RFP PROCESS</u></b> .....	<b>4</b>
<b>Part 1</b>	<b>General</b> .....	<b>4</b>
1.1	Proposals to be submitted at the prescribed location and time .....	4
1.2	Brief Description of Scope of Services Required.....	4
1.3	Eligibility and Qualification Requirements.....	5
1.4	Proponent to bear their own Costs .....	6
1.5	Proposal to be retained by the Government .....	6
1.6	No Guarantee of Volume of Work or Exclusivity of Contract .....	6
1.7	Equivalency .....	7
1.8	Communication after Issuance of RFP .....	7
1.9	Notification and Debriefing .....	7
1.10	Conflict of Interest and Prohibited Conduct .....	8
1.11	Confidential Information .....	9
1.12	Procurement Process Non-Binding.....	10
1.13	Governing Law and Interpretation.....	10
<b>Part 2</b>	<b>PROPOSAL DOCUMENTS</b> .....	<b>12</b>
2.1	Content of the Proposal Documents .....	12
2.2	Clarification of Solicitation Documents.....	12
2.3	Amendment of Solicitation Documents .....	12
<b>Part 3</b>	<b>PREPARATION OF PROPOSALS</b> .....	<b>14</b>
3.1	Proposals in English.....	14
3.2	Documents Comprising the Proposal .....	14
3.3	Prices .....	14
3.4	Special Considerations .....	15
3.5	Currencies .....	15
3.6	Validity.....	15
3.7	Format and Signing of Proposal.....	15
3.8	Safety and Health.....	16
3.9	Insurance.....	16
3.10	Confidentiality Agreement: .....	16
<b>Part 4</b>	<b>SUBMISSION OF PROPOSALS</b> .....	<b>17</b>
4.1	Sealing and Marking of Proposal .....	17
4.2	Deadline for Submission of Proposal.....	17
4.3	Late Proposals .....	17
4.4	Modifications and Withdrawal of Proposal .....	18
<b>Part 5</b>	<b>OPENING AND EVALUATION</b> .....	<b>19</b>
5.1	Opening.....	19
5.2	Process to be Confidential .....	19
5.3	Clarification of Proposal documents .....	19
5.4	Preliminary Examination - Determination of Responsiveness .....	19
5.5	Correction of Errors .....	19



---

**Department of Works and  
Engineering**

Table of Contents

5.6	Evaluation and Comparison of Proposal.....	20
<b>Part 6</b>	<b>NEGOTIATION AND AWARD OF CONTRACT .....</b>	<b>21</b>
6.1	Stage IV – Ranking and Contract Negotiations .....	21
6.2	Award Criteria.....	21
6.3	Notification of Award .....	22
6.4	Signing of Contract Agreement.....	22



## Invitation and Introductions

The Government of Bermuda ["Government"], through the Ministry of Public Works ["Ministry"] is requesting Proposals from qualified Engineering Consultant firms to provide as-needed Structural Engineering and Quantity Surveying Services for the Department of Works and Engineering, ["Department"], Structural Section in accordance with the requirements set forth in the RFP documents.

The selected firm's representative(s) or individuals will be required to work under the direction of the Chief Engineer or designate to manage and undertake the planning, design and construction of engineering works for load bearing government infrastructure, including bridges, retaining walls, docks, wharfs, government buildings and any other structures. 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.

The selected firm or individual will be required to perform investigations and feasibility studies, prepare tender documents, create draft cabinet memorandum and provide site supervision when needed. In addition, the Consultant will also be required to provide engineer advice to the Department of Planning for structural related applications and referrals, and Quantity Surveying services.

This Request for Proposal (RFP) describes the scope of services required, the consultant selection process, and the minimum information that must be included in the Proposal. The Department of Works Engineering (DWE) reserves the right to withdraw this RFP or not to award a contract at any time. All submitted proposal become the property of the Government. Failure to submit information in accordance with this RFPs requirements and procedures may be cause for disqualification.

### Background

Government of Bermuda, through the Ministry of Public Works, Department of Works and Engineering is soliciting Proposals for as-needed structural engineering and quantity surveyor services to support the Structural Section Program.

The tasks listed are intended to describe the services to be provided. Please see the Scope of Services Required in **Appendix 1** for more details. The services listed are not all inclusive, but rather represent those normally expected during the performance of the contract.

- Design and Preparation of Solicitation Documents
- Project Management
- Investigations and Feasibility studies
- Administration,
- Planning Consultation
- Estimation by registered Quantity surveyor

The Structural Section's program includes the management and undertaking of the planning, design and construction of engineering works for load bearing government infrastructure, including bridges, retaining walls, docks, wharfs, government buildings and any other structures located within service areas identified in this RFP.



GOVERNMENT OF BERMUDA

Ministry of Public Works

**Department of Works and  
Engineering**

Structural Engineering and Quantity Surveyor  
Support Services

**Instructions to Tenderers**

Page 2 of 22

Proposals are hereby requested from qualified companies to perform the required services in accordance with provisions outlined in this RFP. The As-needed contract will be negotiated and awarded for a base period of two years with the option to extend for one additional year based on need and performance. The Contract is tentatively scheduled to commence on August 1, 2019.

The intent of this RFP is to provide DWE, Structural Section contract with one (1) structural engineering firm that the section can utilized on an as-needed basis. The DWE does not guarantee any minimum amount of services to be performed for the duration of the contract.

Consultants may propose singularly, as a joint venture, or as prime and sub-consultant(s) in order to provide "full service" structural engineering services on an as-needed basis. The Department reserves the right to request tenders from listed or other firms for projects.



## RFP Timetable

The Ministry anticipates that the process for selection of as-needed consultants and awarding the contract will be according to the following tentative schedule:

Issue date of RFP	June 10, 2019
Deadline for Questions	June 19, 2019
Deadline for issuing Addenda	June 20, 2019
Submission Deadline	June 24, 2019 at 3:00 p.m. ADT
Rectification period	3 Business Days
Anticipated Ranking of Proponent	July 10, 2019
Contract Negotiation Period	7 Calendar Days
Anticipated Execution of Agreement	Aug 1, 2019



## **PROPONENTS TERMS AND CONDITIONS OF THE RFP PROCESS**

### **Part 1 General**

1.1 Proposals to be submitted at the prescribed location and time

.1 **Submission Deadline:** No later than **3:00 p.m. ADT, on 24<sup>th</sup>** of June 2019

.2 Proposals shall be delivered to the Ministry of Public Works, Head Office, 3<sup>rd</sup> Floor General Post Office Building, 56 Church Street, Hamilton, no later than **3.00 pm on 24<sup>th</sup>** of June 2019.

.3 Late Proposals will not be accepted.

**IMPORTANT:**

PROPOSAL MUST BE PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE MINISTRY OF WORKS AND ENGINEERING, NO LATER THAN THE TIME AND DATE SPECIFIED IN 1 (a) ABOVE. LATE SUBMISSION WILL NOT BE CONSIDERED

.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.

.5 **Withdrawal of Proposals**

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

### **1.2 Brief Description of Scope of Services Required**

.1 The Ministry of Public Works requests the services of a Consultant engineering firm to provide professional engineering services as-needed to support the Structural Section Programs and upcoming Capital Projects and infrastructure developments as outlined in Appendix 1 - Scope of Services Required.

.2 The tasks listed are intended to describe the services to be provided. See the Scope of Services Required for more details. The services listed are not all inclusive, but rather represent those normally expected during the performance of the contract.

- Design and Preparation of Solicitation Documents in accordance with Government Standards
- Project Management;
- Investigations and Feasibility studies;
- Administration and;
- Planning Consultation.



- o Estimation by registered Quantity surveyor
- .3 The Consultant will be required to perform investigations and feasibility studies, prepare solicitation documents, create draft cabinet memorandum and provide site supervision when needed. In addition, the Consultant will also be required to provide engineering advice to the Department of Planning for structural related applications and referrals.

The Structural Program includes the management and undertaking of the planning, design and construction of engineering works for load bearing government infrastructure, including bridges, retaining walls, docks, wharfs, government buildings and any other structures located within service areas identified in this RFP.

- .4 The Consultant will be required to work under the direction of the Chief Engineer or Designate as identified in the contract.
- .5 To provide estimation and quantity surveyor services on an ad-hoc basis the proponent shall have in-house registered quantity surveyor with minimum 10 years' experience in Maritime work and Bridges.
- .6 The selected proponent will be requested to enter into a direct negotiation to finale an agreement with the Government for the provision of required services. The terms and conditions in the Model Services Agreement are to form the basis for commencing negotiation between and the selected proponent. It is the Government's intent to enter into an agreement with one (1) legal entity. The Term of the agreement will be for a period of twenty four (24) months anticipated to commence (with the cabinet approval granted) on August 1 2019 with the option in favour of the Government to extend the agreement term of up to 12 months based on performance, project requirements, and availability of funds.

### **1.3 Eligibility and Qualification Requirements**

- .1 This Request for Proposal is only open to proponents who meet the criteria described herein.
- .2 The Consultant and the Consultant's specialist sub-Consultants must meet certain requirements, specified herein, in order to be considered as eligible Proponents for the project. Consultants, sub-Consultants and contracting teams, which fail to meet with the requirements specified herein as to qualifications, will not qualify for this project, and their proposals will not be accepted.
- .3 The Consultant firm must provide consultant(s) who meet the requirements set out in Appendix 1 the Consultant must be able to provide engineering work needed by the Ministry commensurate with Best Practices.
- .4 The Consultant shall submit with his completed tender all appropriate documentation in order to demonstrate the necessary experience and expertise as noted in Clause 1.3.3. This shall include descriptions of relevant and similar past projects, details of their Project Team with resumes of key personnel to be assigned to the project and the names and full details of experience of any sub-Consultants.
- .5 Proposals submitted by a joint venture of two or more firms as partners shall comply with the following requirements:





- .1 The proposal, and in the case of a successful Proponent, the Form of Agreement shall be signed so as to be legally binding on all partners;
- .2 One of the partners shall be nominated as being in charge; and this authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners;
- .3 The partner in charge shall be deemed as principal and authorised to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the Contract including payment shall be done exclusively with the partner in charge;
- .4 All partners of the joint venture shall be liable, jointly and severally, for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorisation mentioned under .2 above as well as in the Form of Agreement (in the case of a successful Proponent); and
- .5 A copy of the Agreement entered into by the joint venture partners shall be submitted with the Tender.
- .6 All corporate Proponents must include, with their tenders, a copy of the company's certificate of incorporation as evidence of the fact that the company is an existing registered company as at the date of tender. Failure to provide the certificate of incorporation will render the tender void.
- .7 Legal Compliance, Proponent must be in compliance with all applicable laws, rules, and regulations of Bermuda.

#### **1.4 Proponent to bear their own Costs**

- .1 The Proponent shall bear all costs associated with the preparation and submission of his Proposal and presentation of its proposal, including cost for interviews, travel or demonstration. The Government, Ministry of Public Works, hereinafter referred to as the Government, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **1.5 Proposal to be retained by the Government**

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

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

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



## 1.7 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, equipment, standards, document or procedure is not intended. The proponent may offer material, equipment, standards, document or procedure 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, and appearance, and finish, method of construction or performance of the material, equipment, standards, document or procedure.

## 1.8 Communication after Issuance of RFP

### .1 Proponents to Review RFP

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

### .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 Proponent Information Form (Appendix 4), proponents must confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### .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.

### .4 Verify, Clarify and Supplement

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

## 1.9 Notification and Debriefing

### .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.

### .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 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.

**1.10 Conflict of Interest and Prohibited Conduct**

**.1 Conflict of Interest**

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

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

**.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 Disqualification for Prohibited Conduct**

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

**.4 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest.

**.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.

**.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.

**.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.

**.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.

**.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 5).

**1.11 Confidential Information**

**.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.

**.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.



## **1.12 Procurement Process Non-Binding**

### **.1 No Process Contract and No Claims**

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

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

### **.2 No Contract until Execution of Written Agreement**

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

### **.3 Non-Binding Price Estimates**

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

### **.4 Cancellation**

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

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

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

## **1.13 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process:

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



GOVERNMENT OF BERMUDA

Ministry of Public Works

**Department of Works and  
Engineering**

Structural Engineering and Quantity Surveyor  
Support Services

**Instructions to Tenderers**

Page 11 of 22

- (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.



## Part 2 PROPOSAL DOCUMENTS

### 2.1 Content of the Proposal Documents

- .1 The set of Proposal documents issued for the purpose of Bidding includes the following documents, together with any Addenda thereto issued in accordance with Clause 2.3. Instructions to Proponents
  - .1 Model Services Agreement
  - .2 Contract Data – Part 1 FORM OF AGREEMENT
  - .3 Contract Data – Part 2 CLIENT/CONSULTANT MODEL SERVICE AGREEMENT
  - .4 Appendix 1 Scope of Services Required
  - .5 Appendix 2 Equipment, Facilities and Services to be provided by the Client
  - .6 Appendix 3 Remuneration and Payment
  - .7 Appendix 4 Proponent Information
  - .8 Appendix 5 Certificate of Confirmation of Non collusion
  - .9 Appendix 6 Evaluation Matrix and Criteria
- .2 The Proponent is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the Solicitation documents. Failure to comply with the requirements of the Tender submission will be at the Proponent's own risk.

### 2.2 Clarification of Solicitation Documents

- .1 Proponent requiring any clarification of the Solicitation documents may notify the Government in writing, by emailing the email address indicated below.
- .2 The Government will respond in writing by email to any request for clarification which they receive earlier than three **(3) days prior to the submission deadline**. Written copies of the Government's response, where necessary (including a description of the inquiry but without identifying its source), will be posted at <https://www.gov.bm/procurement-notice>. Proponents should visit the Government Portal on a regular basis during the procurement process.

In the event that clarification is required, Proponents should submit questions to the RFP contact via email to

Mr. Yves Lortie at Email: [ylortie@gov.bm](mailto:ylortie@gov.bm)

- .3 Proponents should seek to clarify any points of doubt or difficulty with the Government before submitting a Proposal.

### 2.3 Amendment of Solicitation Documents

- .1 At any time prior to the submission deadline, the Government may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Proponent, modify the solicitation documents by the issuance of an Addendum.



- .2 Amendment/addenda (if any) will be posted at <https://www.gov.bm/procurement-notice>. Proponents should visit the Government Portal on a regular basis during the procurement process.
- .3 In order to afford prospective Proponents reasonable time in which to take an Addendum into account in preparing their Proposals, the Government may, at their discretion, extend the submission deadline in accordance with Clause 4.2.





## Part 3 PREPARATION OF PROPOSALS

### 3.1 Proposals in English

- .1 All proposals must be written in the English language only.

### 3.2 Documents Comprising the Proposal

- .1 Written responses shall utilize a “method Statement” to describe the approach to proposed service and work, and shall include a breakdown and explanation of project tasks, typical work type, a rate schedule, and documentation of firm and consultant qualifications. The proposal should be concise, well organized, and demonstrate the proponents qualifications and applicable experience. Proponents will be evaluated based on the information submitted in accordance with Evaluation criteria.
- .2 The following documents must be included in your response;
  - .1 Executive Summary - Include a brief overview describing the highlights of your Proposal.
  - .2 Proponent Information Form
  - .3 Certificate of Incorporation, if incorporated
  - .4 Certificate of Insurance issued by Comprehensive General Liability Insurer
  - .5 Certificate of Insurance issued by Professional Liability Insurer
  - .6 Confirmation of Addenda received
  - .7 Project Approach – please discuss your company’s overall approach to a typical project.
  - .8 Company Organizational Chart and resume profiles of Key Personnel - Information on eligibility and qualifications of personnel as required in Sub-Clause 1.4.3
  - .9 Names and addresses of two (2) referees who are able to give professional references relating to previous work
  - .10 A document highlighting experience with similar projects
  - .11 A list of any previous projects performed for Government (if applicable)
  - .12 Price and Rate Schedule Form
  - .13 Signed copy of Certificate of Confirmation of non-Collusion
  - .14 Any other materials required to be completed and submitted in accordance with the Instructions to Proponents embodied in the Tender documents.

The Form of Tender, Forms, Certificates and Price Schedules provided shall be used without exception. One copy of the above is to be returned in accordance with Clause 3.7.

### 3.3 Prices

- .1 Unless stated otherwise in the RFP documents, the Contract shall be for the complete Services as detailed in the Scope of Services and based on the completed Form of Schedule of Rates, as submitted by the Proponent.



- .2 The Proponent price shall include all labour, materials, equipment, tools, and expenses necessary to perform the Scope of Services. Include overhead and profit in the rates and prices listed. The price shall include, indicate separately, the cost of any work permits, and taxes.
- .3 All duties, taxes and other levies payable by the Consultant under the Contract, or for any other cause, as of the submission deadline, shall be included in the rates and prices and total proposal.
- .4 If this solicitation is amended, all terms and conditions that are not amended remain unchanged
- .5 Include an estimated schedule for progress payments, if any.

### **3.4 Special Considerations**

- .1 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, and profit, excluding overheads.
- .2 The rates in the schedule will be used to price additions to or deletions from the Contract.

### **3.5 Currencies**

- .1 Pricing must be provided in Bermuda funds, inclusive of all applicable duties and which should be itemized separately.

### **3.6 Validity**

- .1 Proposals shall remain valid and open for a period of one hundred and twenty (120) Calendar days after the submission deadline prescribed in Clause 4.2.
- .2 In exceptional circumstances prior to expiry of the original Validity period, the Government may request the Proponent for a specified Extension in the period of Validity. The request and the responses thereto shall be made in writing by email. A Proponent may refuse the request and withdraw his Tender. A Proponent agreeing to the request will not be required nor permitted to modify his Proposal.

### **3.7 Format and Signing of Proposal**

- .1 The Proponent shall prepare one original set of the documents comprising the proposal as described in Sub-Clause 3.2 of these Instructions to Proponent excluding the Evaluation matrix. The Proposal shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to bind the Proponent to the Contract. All pages of the Proposal where entries or amendments have been made shall be initialled by the person or persons signing the Proposal.
- .2 The complete Proposal shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Government, or as necessary to correct errors made by the Proponent, in which case such corrections shall be initialled by the person or persons signing the Proposal.



- .3 Only one Proposal may be submitted by each Proponent. No Proponent may participate in the Proposal of another for the same Contract in any relation whatsoever.

### **3.8 Safety and Health**

- .1 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.
- .2 Alcohol, Smoke and Drug-Free Policy All Government buildings and work sites are designated as alcohol, smoke and drug-free.

### **3.9 Insurance**

The Proponent shall submit evidence with his Proposal, such as a copy of a certificate or a letter from his insurers, confirming insurance has been retained for the amount referenced in Appendix 1 subclause 1.7.

### **3.10 Confidentiality Agreement:**

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



## **Part 4 SUBMISSION OF PROPOSALS**

### **4.1 Sealing and Marking of Proposal**

.1 The Proposals responses and copies of the Proposal shall be as follows:

- One (1) executed original, clearly marked on the cover
- Two (2) additional hard copies of the proposal

.2 The Proponent shall seal the original of the Proposal in an envelope or similar package.

.3 The envelope shall:

.1 be addressed to:

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

.2 bear the following identification:

.1 Proposal for **“Provision of Structural Engineering and Quantity Surveyor Support Services”**

.2 “Attention: Mr. Yves Lortie”

.3 The words “DO NOT OPEN BEFORE 3:00 PM.” on the date specified in the RFP

.4 The name and address of the Proponent to enable the Proposal to be returned unopened in the event that it is declared late.

.4 Each copy of the Proposal shall be deposited in the Tender Box located at the office indicated in Sub-Clause 4.1.2 above.

.5 If the envelope is not sealed and marked as instructed above, the Government will assume no responsibility for the misplacement or premature opening of the Proposal submitted. A Proposal opened prematurely for this cause will be rejected by the Government and returned to the Proponent

.6 Failure to comply with requirements of this RFP will result in disqualification.

### **4.2 Deadline for Submission of Proposal**

.1 Proposal must be received by the Government at the address specified above no later than the date and time specified in the RFP.

.2 The Government may, at his discretion, extend the submission deadline of Proposal by issuing an amendment in accordance with Clause 2.3 in which case all rights and obligations of the Government and the Proponent previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

### **4.3 Late Proposals**



- .1 Any Proposal received by the Government after the submission deadline prescribed by the Government, in accordance with Clause 4.2 will not be considered.

#### **4.4 Modifications and Withdrawal of Proposal**

- .1 The Proponent may modify or withdraw his Proposal after Proposal submission, provided that the modification or notice of withdrawal is received in writing by the Government prior to the prescribed submission deadline.
- .2 The Proponent-s modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 4.1 for the submission of Proposal with the envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- .3 Subject to Clause 5.3, no Proposal shall be modified subsequent to the submission deadline.



## **Part 5 OPENING AND EVALUATION**

### **5.1 Opening**

- .1 Proposal for which an acceptable notice of withdrawal has been submitted pursuant to Clause 4.4 shall not be opened. The Government will examine Proposals to determine whether they are complete, whether the documents have been properly signed and whether the Proposals are generally in order.
- .2 At Tender opening, a member of the Purchasing and Tendering Committee will announce the Proponents names and the Prices.
- .3 The Government shall prepare, for its own records, minutes of the opening, including the information disclosed to those present.

### **5.2 Process to be Confidential**

- .1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of contract shall not be disclosed to Proponent or other persons not officially concerned with such process until the award of the Contract to the successful Proponent has been announced.
- .2 Any effort by a Proponent to influence the Government in the process of examination, clarification, evaluation and comparison of Tenders, and in decisions concerning award of Contract, shall result in the rejection of the Proposal.

### **5.3 Clarification of Proposal documents**

- .1 To assist in the examination, evaluation and comparison of Proposals, the Government may ask Proponent individually for clarification of their Proposals. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the Proposals shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Government during the evaluation of the Proposals in accordance with Clause 5.5.

### **5.4 Preliminary Examination - Determination of Responsiveness**

- .1 Prior to the detailed evaluation of Proposals the Government will determine whether each Proposal is substantially responsive to the requirements of the RFP documents.
- .2 For the purpose of this Clause, a substantially responsive Proposal is one which conforms to all the terms, conditions and specifications of the RFP documents without material deviation or reservation.
- .3 A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Services, or which limits in any substantial way, inconsistent with the RFP documents, the Government's rights or the Proponent's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Proponents presenting substantially responsive Proposals.
- .4 A Proposal determined as not substantially responsive will be rejected by the Government.

### **5.5 Correction of Errors**



- .1 Proposal determined to be substantially responsive will be checked by the Government for any arithmetic errors in computation and summations. Errors will be corrected by the Government as follows:
  - .1 Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - .2 Where there is a discrepancy between the individual lump sums and the total amount derived from the sum of the individual lump sums, the individual lump sums as quoted will govern, and the total amount will be corrected.
- .2 The amount stated in the Proposal will be adjusted by the Government in accordance with the above procedure for the correction of errors and, with the concurrence of the Proponent, shall be considered as binding upon the Proponent. If the Proponent does not accept the corrected amount of the Tender, the Tender will be rejected.

## **5.6 Evaluation and Comparison of Proposal**

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

### **.1 Stage I – Mandatory Submission Requirements**

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

### **.2 Stage II – Evaluation**

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

#### **.1 Mandatory Technical Requirements:**

The Government will review the proposals to determine whether the mandatory technical requirements as set out have been met. Questions or queries on the part of the Government as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in the RFP documents.

#### **.2 Rated Criteria:**

The Government will evaluate each qualified proposal on the basis of the non-price rated criteria as set.

### **.3 Stage III – Pricing**

Stage III will consist of a scoring of the submitted (or corrected, pursuant to clause 5.5) pricing of each qualified proposal in accordance with the price evaluation method set out in pricing (Appendix 3). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.



## Part 6 NEGOTIATION AND AWARD OF CONTRACT

### 6.1 Stage IV – Ranking and Contract Negotiations

#### .1 Ranking of Proponents

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

#### .2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the RFP document and will not constitute a legally binding offer to enter into a contract on the part of the Government or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Model Services Agreement are to form the basis for commencing negotiations between the Government and the selected proponent. Negotiations may include requests by the Government for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Government for improved pricing or performance terms from the proponent.

#### .3 Period for Negotiations

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

#### .4 Failure to Enter into Agreement

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

#### .5 Notification of Negotiation Status

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

### 6.2 Award Criteria

- .1 Subject to Clause 5.6, the Government will award the Contract to the Proponent whose Tender has been determined to be substantially responsive to the solicitation documents and who, in the opinion of the Government, has offered the best overall submission based on the criteria and weightings. This may not be the lowest priced Proposal received.





- .2 The Government does not bind himself to accept the lowest or any Proposal and reserves the right to reject any Proposal and, and to annul the Tendering process and reject all Proposals at any time prior to Award of Contract, without thereby incurring any liability to the affected Proponent; or Proponents or being under any obligation to inform the affected Proponent or Proponents of the grounds for the Government's action.
- .3 The Government may declare the Tendering void when it is evident that there is a lack of competition or there has been collusion. All Proposals may be rejected if substantially higher than the budget.
- .4 Award of the Contract is not a guarantee for any minimum amount of services to be performed by the Consultants or availability of work for all companies on the list or for all companies on the team.

### **6.3 Notification of Award**

- .1 Prior to the expiration of the period of Validity the Government will notify the successful Proponent by email and/or by registered letter that its Proposal has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall name the rates which the Government will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract rates").
- .2 The successful tender together with the Letter of Acceptance will constitute the formation of a binding contract unless and until a formal agreement is executed
- .3 The successful Proponent will be required to enter into a contractual agreement, inclusive of insurance requirements, with the Ministry of Public Works in accordance with the **sample contract agreement attached hereto**. (The Conditions of Contract are the **Client/Consultant Model Services Agreement, General Conditions, Fourth Edition, 2006**, published by the Federation Internationale des Ingenieurs-Conseils (FIDIC),
- .4 Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked Proponent refuses or fails to execute the Agreement, the Ministry may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked Proponent, and so on.
- .5 The Government will promptly notify the unsuccessful Proponent that their proposals have been unsuccessful.

### **6.4 Signing of Contract Agreement**

- .1 At the same time that the Government notifies the successful Proponent that its proposals has been accepted, the Government will send the Proponent the Form of Agreement provided in the solicitation documents, incorporating all agreements between the parties. The contract award is subject to additional conditions, prior to commencement of services copies of insurance.
- .2 Within Seven (7) days of receipt of the Form of Agreement, the successful Proponent shall sign the Form and return it to the Government.

END OF INSTRUCTIONS TO PROPONENTS