



APPENDICES

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Appendix 1 - Scope of Services Required

The Scope of Services shall be as follows:

1.1 Overview of the Scope of Work

The Government (“Client”) shall retain the Consultant to provide professional engineering services to the Structural Section of the Department of Works and Engineering. The Consultant 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 identified under the contract.

The Consultant 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.

The Consultant shall ensure compliance with Government’s Financial Instructions, Code of Practice for Project Management and Procurement, and the Ministry of Public Works procedures where applicable and the terms and conditions of all contracts, ensuring that functional requirements and performance are met and Bermuda laws. Direct experience with such documents/procedures is not mandatory, and the successful proponent will be afforded internal training as required.

1.2 Manpower and Qualifications:

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

Table 1A – Resource Categories

Position	Qualifications
Senior Structural Engineer	<p>Licensed Professional Structural Engineer / Civil Engineer</p> <p>At least ten (10) years’ experience in Bridges and / or heavy civil infrastructure works five (5) years’ of which shall be post professional designation.</p> <p>A minimum of three (3) years’ experience in the Public Sector, and being familiar with the Government project management and procurement practices is desirable.</p> <p>Knowledge of Government and Ministry of Public Works procurement practices, FIDIC standard forms of contract, Government project and solicitation documentation, and Contract Award Recommendations/evaluation/report writing.</p> <p>Knowledge of the NEC3 standard forms of contract would be an advantage.</p>
Junior Engineer	<p>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 mainstream structural engineering with an emphasis on Marine, Bridge or Building Engineering.</p>



	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 mainstream structural engineering with an emphasis on Marine, Bridge or Building Engineering. Management of construction sites and financial control and certification.
Structural Draughtsman/Technologist	Must have completed a technical qualification and be experienced in the use of AutoCAD, latest or recent edition including AutoCAD, AutoCAD Architectural Desktop and AutoCAD Civil. Experience with the full suite of Autodesk engineering products a plus.
Quantity Surveyor	Minimum of ten (10) years practicing as a Quantity Surveyor. Post qualifications Chartered Quantity Surveyor, Royal Institution of Chartered Surveyors (RICS) or approved equivalent. Experience including; a wide range of professional experience related to various building types and project scales; knowledge and proven demonstrable skills in project preparation and monitoring and current CAD program. Familiarity with A.I.A., FIDIC and NEC3 contract documents and with cost estimating and Project Management software would be an asset. Post holder shall be computer literate and be proficient in the use of the MS Office suite of programs.
Sub-Consultant	Provision of Specialist Services at the request of the Client

1.3 Conditions of Service Provision

The service to be provided is one of technical resource support to the Ministry of Public Works, Structures Section. The level of support will be predicated on the resource levels within the Structures 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 7 hours and less than 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 35 hours and less than 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 140 hours continuous duration will be paid at the monthly rate for each 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 35 man-hours per week to a total of approximately 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. The term of the contract shall be for two years from the date of execution. The contract may be extended for an additional 12 months with the mutual agreement of both parties to the contract.

1.4 Potential Service Packages

The Ministry is intending to undertake 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 24 month period with projects in List 2B additional potential projects for inclusion in the works period:-

List 2A

- Post hurricane inspections
- Project Management of the Swing Bridge Replacement Project
 - Installation of Temporary Strengthening Works
 - Management of detailed design process
 - Procurement and Management of Detailed Design Check
 - Management of detailed design and procurement of temporary diversion works for Swing Bridge
 - Management of the procurement and construction of the main works contract for the swing span
- Procurement and construction management of Winton Hill Condominiums Railway Tunnel
- Design, procurement and construction management of Refurbishment of Floating Ferry Docks
- Expansion Joint replacement for Watford Bridge

List 2B

- Design of coastal defense works Westgate correctional facility
- Principal Bridge Inspection program
- Principal Dock Inspection program
- Structural inspection and investigations to Heritage Wharf main terminal structure
- Structural Inspection and investigations to Kings Wharf cruise ship dock.

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's Code of Practice for Project Management and Procurement guidelines and recommendations (training will be provided as needed)
 - i. Responds to tender queries and communicates addenda to proponents.
 - j. Prepares bills of quantities and solicitation documents, and advises on acceptance upon return.
 - k. Assists in the evaluation of tenders and produces cabinet award recommendations.
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 preparing final payment recommendations for the Client's approval.
 - f. Completes consultations and correspondence with contractors, public utilities, other departments, and public and private entities 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 program.
 - 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.
6. Estimation services
- a. Create project estimations for capital projects,
 - b. Provides contract management and administration service,
 - c. Evaluates change order request and quantifies the proposed work (site visits and liaising with stakeholders as necessary).

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 Chief Engineer or designate

1.7 Insurance Coverage Required:

- The Consultant shall provide and thereafter maintain insurance against all risks in respect of all professional engineering services for the execution of this Contract. **Minimum coverage required: \$1,000,000 BMD**
- The Consultant shall provide and thereafter maintain liability insurance for the duration of the contract in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. **Minimum coverage required: \$1,000,000 BMD**



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 the Consultant shall procure these services competitively and demonstrate this in accordance with the Government's procurement regulations: MPW PFA and the Code of Practice for Project Management and Procurement.

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.



Appendix 2 - Equipment, Facilities and Services to be provided by the Client

Items 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.



Appendix 3– Remuneration and Payment

Schedule of Rates - to provide Structural Engineering Support Services

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

Notes:

1. The Consultant is required to complete in full the above price analysis.
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). 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 Department of Statistics.
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 etc.
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.



Appendix 4 – Proponent Information

TO BE COMPLETED BY PROPONENT and RETURNED WITH PROPOSAL

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.

Full Legal Name of Proponent or Personal/Given Name	
Representative Name (Person with Signing Authority) / Title	
Any Other Relevant Name under which Proponent Carries on Business	
Street Address	
City, Province/State/Parish/	
Country	
Postal Code	
Phone Number	
Primary line of Business	
Type of Business Structure	
Company Principals and Directors Name(s)	
Proponent’s Tax Payroll Number issued by the Government of Bermuda	
Proponent’s Social Insurance Number issued by the Government of Bermuda	
Name of Primary Bank	
Do you provide apprenticeships/training positions? Please provide evidence if so	



Have you performed worked for the Bermuda government previously? If so please provide details of the projects performed	
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	
Company Website (if any)	
Proponent Contact Name and Title	
Proponent Contact Phone	
Proponent Contact Fax	
Proponent Contact Email	

Copies of the Certificate of Incorporation of the Company, Safety and Health Policy and Environmental Policy (if applicable) must accompany this form.

Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Process Contract bidding process), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Government and the proponent unless and until the Government and the proponent execute a written agreement for the Deliverables.

Ability to Provide Deliverables

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

Non-Binding Pricing

The proponent has submitted it's pricing in accordance with the instructions in the RFP and in pricing (Appendix 3) in particular. The proponent confirms that the pricing information provided is accurate. The proponent



acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

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.

No Prohibited Conduct

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

Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in 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:



Disclosure of Information

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

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

END OF APPENDIX 4



Appendix 5 – Certificate of Confirmation of Non-Collusion

TO BE COMPLETED BY PROPONENT and RETURNED WITH PROPOSAL

CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the proponent/bidder

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

All proponents must complete and sign a Certificate of Confirmation of Non-Collusion. Any proposals submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.

If it is later found that the undertakings made below have been breached at any stage of the procurement process, then the proponent will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the proponent and/or any party involved in the matter.

Any proponent that submits false information in response to this Request for Proposals (RFP), and any other person or entity involved in collusion, may be excluded from competing for future contracts tendered by the Government of Bermuda.

Confirmation of non-collusion

I/We certify that this is a bona fide proposal, intended to be competitive and that I/We have 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 additional information, other than that contained within the RFP pack, or supplementary information provided to all proponents.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- a. communicating to a person other than the RFP Contact the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the proposal 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 proposal.

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____



Appendix 6 – Evaluation Matrix and Criteria

ITEM	EVALUATION CRITERIA	WEIGHTING
1	Experience & Capability:	
1.1	How well do the qualifications and experience of the staff assigned by the-proponent meet the requested qualifications under the requirements in Annex 1.1	/20
1.2	Does the proponent have staff with Government procurement process experience	/5
1.3	Does the proponent have the availability and capacity to timely perform the engineering services described in this RFP for the duration of the contract	/5
1.4	Were the proponent’s referees positive about their experience of working with the Consultant?	/5
1.5	Has the proponent performed well for the Government in previous projects?	/5
1T	Total Score - Section 1	40%
2	Financial Analysis	
2.1	Proposal price (include all costs)	/20
2.2	The proponent is in a stable financial position.	/5
2.3	The proponent has no outstanding Government debt.	/5
2T	Total Score - Section 2	30%
3	Social, Environmental & Economic criteria	
3.1	Percentage of workforce that is Bermudian or has Bermudian status.	/5
3.2	Number of Bermudians employed by the proponent	/5
3.3	Is the proponent a Specified Business	/5



3.4	Will the proponent use a specified business(es) in their supply chain or as a subcontractor?	/5
3.5	Does the proponent offer evidence of (i) providing mentoring apprenticeships/training positions for Bermudian, or (ii) being willing to offer them?	/5
3.6	Does the Proponent have (i) a safety and health Policy, (ii) a sustainable goods and/or services policy, and (iii) an environmental policy?	/5
3T	Total Score - Section 3	30%
	Grand Total	100%