



Ministry of Public Works

Architects Section

Request for Proposals

For

**Architectural Design and Project Management Services for the
Plant Inspection Facility at the Botanical Gardens**

Request for Proposals No.: No.: MPW-A-S-2018-001

Issued: Thursday, July 19, 2018

Submission Deadline: Friday, August 17, 2018 3:00:00 PM AST

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) to prospective proponents to submit proposals for **Architectural Design and Project Management Services**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The proposed Plant Inspection Facility would be a new single story structure built adjacent to the Plant Protection Laboratory with a foot print of roughly 672 square feet. The facility will house three (3) inspection rooms, double door vestibules and be climate controlled.

Objective

The objective is to contract for professional architectural and construction project management services to provide the best architectural solution for the new Plant Inspection Facility. The design and associated consideration of works will be sensitive to the existing Botanical Gardens and provide a work environment that is suitable for the purposes of storing cut flowers and other perishable horticultural items.

General Scope:

The selected proponent will be required to work under the direction of the Chief Architect, Architects Section or his designee to manage and undertake the planning, design and construction of a new structure and associated works. The Statement of Requirements is intended to describe the phases and services to be provided. The services listed are not all inclusive, but rather represent those normally expected during the performance of the contract.

- Pre-Design & Schematic Design
- Design Development
- Construction Documents
- Management of Bid Processes
- Construction Contract Administration

The selected proponent will provide comprehensive design services for the New Plant Inspection Facility, including but not limited to a review of the existing conditions and program, review of the proposed schematics, assist with selection of FFE suppliers, and assist with contract administration. The selected proponent will be expected to attend periodic meetings, prepare design presentations for the Government, appoint Mechanical, Electrical, Plumbing consultants (MEP), Structural consultants and any other consultants, prepare recommendation papers, consult and liaise with Authorities Having Jurisdiction (AHJ), and provide overall design management services for the duration of the New Plant Inspection Facility Project.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be: Mr. Stephen Squire at email ssquire@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 that download this file and intend to respond to this RFP are required to register their interest with the RFP Contact by emailing their company name and contact information to Mr. Stephen Squire at ssquire@gov.bm prior to the Submission Deadline noted in the RFP timetable below.

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

1.3 Type of Contract for Deliverables

The selected proponent will be required to enter into an agreement with the 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 one (1) year, 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.

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	Thursday, July 19, 2018
Pre-Bid / Site Meeting	Wednesday, July 25, 2018 at 10:00 AM
Deadline for Questions	Monday, August 6, 2018 at 4:00 PM
Deadline for Issuing Addenda	Friday, August 10, 2018 at 4:00 PM
Submission Deadline	Friday, August 17, 2018 at 03:00:00 PM
Rectification Period	[5] business days
Irrevocability Period	90 Calendar days
Anticipated Execution of Agreement	Friday, September 7, 2018

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

Mandatory Pre-Bid and Site Visit

The mandatory Pre-Bid and site visit will be held at the Department of Environment and Natural Resources, Botanical Gardens, #169 South Road, Paget and is scheduled for July 25, 2018 at 10:00am. Failure by a proponent to be present at the site visit and sign in will result in the disqualification of their submission.

Public Opening of Proposals

The Ministry will examine proposals to determine whether they are complete, the documents have been properly signed and the proposals are generally in order. Proposals shall be opened after 3:00 PM AST on August 17, 2018.

At proposal opening, a member of the Purchasing and Tendering Committee will announce the Proponents' names and the proposal prices. The Ministry shall prepare, for their own records, minutes of the proposal opening, including the information disclosed to those present.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Tender Box at the Ministry of Public Works, Reception Area,
Located on the 3rd Floor, General Post Office Building,
56, Church Street,
Hamilton, HM12, Bermuda.

Proposals submitted via e-mail or facsimile will not be accepted.

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 Submission Deadline will be rejected. Onus and responsibility rest solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. The 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 minimum **three (3) original signed hard copies of their proposal or one (1) original signed hard copy along with one (1) electronic copy (e-copy)** in MS Word or Adobe PDF format via USB drive or CD. If both a hard copy and e-copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the proposal, the hard copy of the proposal will prevail. Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and will not be opened until Friday, August 17, 2018 at 03:00:00 PM. The full legal name and return address of the proponent should be marked 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

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. The 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 **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. 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 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. 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 Part 3.

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 referees 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 should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify 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 a 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 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 that substantially comply with the requirements of this RFP;
- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to the 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.

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

AIA Document B101 – 2017

(This Acknowledgement Letter must be completed and submitted by the Proponent. The Government will reject proposals that do not include this letter.)

Standard Form of Agreement between Owner and Architect for Architectural Services

Acknowledgement Letter

This is to certify that I, _____ (name), in the position of _____ hereby acknowledge that I am aware of the terms and conditions of the attached AIA Document B101 – 2017 published by the American Institute of Architects (AIA).

I acknowledge that the following document has been provided in the Request for Proposals package and at the date of this submission I have no issue with the terms and conditions of this agreement.

AIA Document B101 – 2017

Standard Form of Agreement between Owner and Architect for Architectural Services

Signed: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

APPENDIX B – SUBMISSION FORM

(This Submission Form must be completed and submitted by the Proponent. The Government will reject proposals that do not include this form.)

1. Proponent Information

Please fill out and sign this 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 Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Country:	
Postal Code:	
Phone Number:	
Proponent's Social Insurance Number issued by the Government of Bermuda:	
Proponent's Payroll Tax Number issued by the Government of Bermuda:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Offer

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

3. Rates

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

4. Addenda

The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, _____to _____(if applicable) issued by the 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:

7. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of 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’s Representative

Name of Witness

Name of Proponent’s Representative

Title of Proponent’s Representative

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes 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.

Unless stated otherwise in the RFP documents, the Agreement shall be for the whole works as detailed in these documents and based on the completed pricing information, as submitted by the proponent.

The proponent shall fill in separate prices for all items of works described in the Price Breakdown. Items against which no price is entered by the proponent will not be paid for by the Government when executed and shall be deemed covered by the other lump sum prices in the Price Breakdown.

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:

Lowest Price divide by Proponent's Price times weighting = Proponent's pricing points.

In addition to any rectification processes, or rights to verify, clarify and supplement,

- (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 proponent does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;

- (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

3. Required Pricing Information

See Annex A - Pricing Sheet for Architectural Design and Project Management

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

The selected proponent will be required to work under the direction of the Chief Architect, Architects Section or his designee to manage and undertake the planning, design and construction of a new structure and associated works. The Statement of Requirements is intended to describe the phases and services to be provided. The services listed are not all inclusive, but rather represent those normally expected during the performance of the contract.

- Pre-Design & Schematic Design
- Design Development
- Construction Documents
- Management of Bid Processes
- Construction Contract Administration

The selected proponent will provide comprehensive design services for the New Plant Inspection Facility, including but not limited to a review of the existing conditions and program, review of the proposed schematics, and assist with contract administration. The selected proponent will be expected to attend periodic meetings, prepare design presentations for the Government, appoint Mechanical, Electrical, Plumbing consultants (MEP), Structural consultants and any other consultants, prepare recommendation papers, consult and liaise with Authorities Having Jurisdiction (AHJ), and provide overall design management services for the duration of the New Plant Inspection Facility Project.

Statement of Requirements

Each phase will be completed in accordance with the executed contract and shall be signed off by the appointed Government Project Manager prior to advancing to the next phase. The Government reserves the right to conclude the selected proponent's work at the end of each phase (if required). In such circumstances, the selected proponent's remuneration would be only up to the completed scope of services (as indicated in the cost break down – Appendix C- Pricing) and the selected proponent will not be eligible to receive the entire contract fixed sum price. The scope of services shall include, but not be limited to:

General (to be applied to all phases)

- Meeting with stakeholders and Government Project Manager at intervals appropriate to the project phase
- Develop/update project budgets
- Develop/update project schedules

Scope of Work for Architectural Design and Project Management

Services may be provided off-site, on-site, or a combination thereof, depending on program requirements specified in individual task orders.

However, the Government anticipates the majority of the work will be performed at the selected proponent's offices unless otherwise stated in individual task orders.

See Annex B - Scope of Works for Architectural Design and Project Management

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

Certificate of Confirmation of Non-Collusion (Appendix E)

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

Local Benefits (Social, Economic and Environmental)

Each proposal must include a completed local benefits form.

See Annex C - Local Benefits

Company's Certificate of Incorporation

Each proposal must include a signed copy of its Certificate of Incorporation where the proponent is a registered company/corporation.

Acknowledgement of Appendix A

Each proposal must include a signed copy of the acknowledgement letter.

Personnel Qualifications and References

- i. Each proposal must include a completed copy of the Personnel Qualifications and Reference form.
- ii. Each proponent is requested to provide: (i) three (3) 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, (ii) descriptions of relevant and similar past projects, (iii) details of their Project Team (with a 2 page CV for key personnel to be assigned to the project), and (iv) the names and full details of the relevant experience of any sub-contractors (if applicable).
- iii. The Government may check references in addition to those provided.

See Annex D - References

Method Statement on how the work is to be completed

Proponents must provide a detailed method statement with applicable timetable for all deliverables.

Any other materials required to be completed and submitted in accordance with the RFP documents.

Service Schedule

Provision of a professional service schedule for all Deliverables with critical paths indicated.

a) The schedule shall be in the form of a bar chart in electronic format (Microsoft Project) and will be fully detailed to include all construction activities from commencement to completion of the project. All critical path professional design service activities will be identified. The key milestones in the design process will also be identified.

b) The schedule shall show the most cost effective completion date.

c) The selected proponent shall make every effort to complete the Works by the stipulated completion date, and shall adjust its schedule of activities accordingly.

d) The selected proponent shall pay extra costs to complete the work on schedule, which may be incurred because of: increasing the labour force; increasing working hours either by overtime or by using shifts; using more equipment and machinery; or any other procedure which must be used. Any such additional expenditure shall be at the sole cost to the selected proponent.

e) Include in the schedule for any overtime or abnormal shift required to complete the project. Allow for extra care to minimize disruptions in an operational facility.

D. MANDATORY TECHNICAL REQUIREMENTS

Architect or Architectural Technologist

The proponent's/assigned Project Manager should have 5 years of experience in the provision of Project Management Services.

DAP1 Planning Submission Drawings (P-0375/17)

See Annex E - DAP1 Approved Drawings

E. PRE-CONDITIONS OF AWARD

Insurances

Valid proof of professional indemnity insurance at an appropriate level to cover the project's anticipated errors and omissions.

Financial

A letter from its principal bank confirming the credit status of the proponent.

Safety and Health

All works must be carried out in strict accordance with the Bermuda Occupational Safety and Health Act, 1982 and Occupational Safety and Health Regulations of 2009; and any subsequent revision.

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

Please note: the Ministry of Public Works' policy stipulates that no alcohol or prohibited drugs shall be consumed on the site or in any vehicle related to the work or service provided. Also, no employee of the contractor or sub-contractor shall be under the influence of alcohol or drugs whilst at work.

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.

#	Category	Weighting (%)	Threshold
1	Experience & Qualifications	45	N/A
2	References	15	N/A
3	Social, Economic & Environmental	10	N/A
4	Pricing	30	N/A
	Total	100	

1. Pricing

See Appendix C – Pricing

	Category	Cat Wt	Weight
Category 1 Experience and Qualifications		45	
a	A brief description of the proponent		2.5
b	A description of its knowledge, skills and experience relevant to the Deliverables		6
c	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 expertise relative to the Deliverables		6
d	Does the project team understand the Government's needs?		6
e	Does the proponent have the support capability required?		5
f	Can the proponent lead, facilitate, and coordinate project planning and execution?		6
g	Do the persons who will be working on the project have the necessary skills?		5
h	How well do the qualifications and experience of the staff assigned by the proponent meet the requested qualifications under the requirements?		2.5
i	Does the proponent have staff that are familiar with (Government) procurement and possess contract management experience?		3.5
j	Has the proponent performed well for the Government in previous projects?		2.5
Category 2 References		15	
a	Does the proponent have previous relevant and positive experience in planning and completing projects of this type and scope?		7.5
b	Does the proponent have prior experience in working with public sector organizations?		7.5
Category 3 Local Benefits (Social, Economic & Environmental)		10	
a	Percentage of the proponent's workforce that is Bermudian or has Bermudian status		2
b	Evidence of mentoring or providing apprenticeships/training opportunities, or being willing to offer them		1.5
c	Engagement of Bermudian employees during the project		1.5
d	Use of local businesses in the proponent's supply chain		2
e	Use of local sub-contractors (if applicable)		1
f	Safety and health record of the proponent for the three immediately preceding years of reporting		1
g	Environmental Considerations and Policy (Proponent to provide a copy)		1
Category 4 Pricing		30	
	Pricing		30
TOTAL:		100	

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

(This Certificate of Confirmation of Non-Collusion must be completed, signed and submitted by the Proponent. The Government will reject proposals that do not include this certificate.)

Notes for the Proponents

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, each person or entity that submits a proposal will be required, by way of the signature of a duly authorized representative of the company, to confirm that the proposal has been submitted without any form of collusion.

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

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

Any proponent that submits false information in response to this Request for Proposals (RFP), and any other person or entity involved in collusion, may be excluded from competing for future contracts 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 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 proposal (other than in confidence in order to obtain quotations necessary for the preparation of the proposal for insurance);
- (b) entering into any agreement or arrangement with any other person that he shall refrain from competing or as to the amount of any proposal to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this procurement.

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____