



Ministry of Public Works

Department of Works and Engineering

Request for Quotations
For
Engineering Support Services for the Water and Sewage Section

Request for Quotations No.: 50/800/21 WSS Eng Support

Issued: Monday November 30, 2020

Submission Deadline: Friday January 15, 2021 03:00:00 PM AST

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to submit non-binding quotations for **Engineering Support Services for the Water and Sewage Section**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

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

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

The selected consultant will be required to perform investigations and feasibility studies, prepare tender documents, perform contract management create, assist with the drafting of Contract Award Recommendations and/or cabinet memoranda, and provide site supervision when needed. In addition, the successful Respondent will be required to provide engineering advice response to enquiries from sister Agencies for water and wastewater related applications and referrals.

1.2 RFQ Contact

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

Mr. J. Tarik Christopher at email tjchristopher@gov.bm

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Government, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

Respondents that download this file and intend to respond to this RFQ are required to register their interest with the RFQ Contact by emailing their company name and contact information to

Mr. J. Tarik Christopher at email tjchristopher@gov.bm

prior to the Submission Deadline noted in the RFQ Timetable below.

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

1.3 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the "Agreement"). It is the Government's intention to enter into a contract with only one (1) legal entity. The term of the contract is to be for a period of 2 year(s), with an option in favour of the Government to extend the contract terms and conditions acceptable to the Government and the selected respondent for an additional term of up to 1 year (12 Months).

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 RFQ Timetable

Issue Date of RFQ	Monday November 30, 2020
No Pre-Bid / Site Meeting	
Deadline for Questions	Monday December 07, 2020 4:00 PM
Deadline for Issuing Addenda	Friday December 11, 2020 4:00 PM
Submission Deadline	Friday January 15, 2021 03:00:00 PM
Anticipated Execution of Agreement	Thursday April 01, 2021

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

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted to:

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

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

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

Responses should be labelled "RFQ Engineering Support Services for the Water and Sewage Section" and include a statement of interest and information as requested in the description of requirements and output.

Electronic mail (E-Mail) submissions are accepted at Water@gov.bm.
If documents are larger than ten (10) MB, please send them within a zip file.

In the subject line of the email, please state "RFQ Engineering Support Services for the Water and Sewage Section". Please ensure to send a copy of your proposal in Adobe or equivalent PDF format.

1.5.2 Quotations to be Submitted on Time

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the respondent to deliver its quotation to the exact location (including floor, if applicable) indicated in the RFQ on or before the Submission Deadline. The Government does not accept any responsibility for submissions delivered to any other location by the Respondent or its delivery agents. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk.

1.5.3 Quotations to be Submitted in Prescribed Format

Respondents shall submit 1 original signed hard copies of their quotation or one (1) electronic copy (e-copy) in proposal in Adobe or equivalent PDF format. If both a hard copy and e-copy of the quotation is submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the quotation, the hard copy of the quotation will prevail. Quotations should be submitted in a sealed package and prominently marked with the RFQ title and number (see RFQ cover) and will not be opened until Friday January 15, 2021 03:00:00 PM. The full legal name and return address of the respondent should be marked on the package as well.

1.5.4 Amendment of Quotations

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

1.5.5 Withdrawal of Quotations

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

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Government will conduct the evaluation of quotations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are listed in Section C of the RFQ Particulars (Appendix D).

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 quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix D) have been met. Questions or queries on the part of the Government as to whether a quotation 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 quotation on the basis of the rated criteria as set out in Section F of the RFQ Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in each qualified quotation 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 Respondent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be the respondent selected by way of the lowest price. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

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

3.1.2 Quotations in English

All quotations must be written in the English language only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

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

3.1.5 Information in RFQ Only an Estimate

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

3.1.6 Respondents to Bear Their Own Costs

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

3.1.7 Quotation to be Retained by the Government

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

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 respondent. The contract with the selected respondent 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 respondent may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance and if doing so must disclose any difference in the characteristics, type, quality, appearance, finish, method of construction or performance of the material or equipment.

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ

Respondents shall promptly examine all of the documents comprising this RFQ, and

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

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

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If the Government, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. All Addenda will be published online at <https://www.gov.bm/procurement-notices>. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

When evaluating quotations, the Government may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation. This information may include, without limitation, clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section C of the RFQ Particulars (Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the respondent's quotation. The Government may revisit, re-evaluate and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i)

could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

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

3.4.3 Disqualification for Prohibited Conduct

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

3.4.4 Prohibited Respondent Communications

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

3.4.5 Respondent Not to Communicate with Media

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

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents 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 quotations 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 RFQ.

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

Respondents 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 RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the Government and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Government; and
- (d) must be returned by the respondent to the Government immediately upon the request of the Government.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract

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

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

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the Government and may result in an invitation by the Government to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Government by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. 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.

3.6.4 Cancellation

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

- where 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

- where irregularities require cancellation in the interest of fairness.

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

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ 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 must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of Bermuda applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

See Annex A - Sample Form of Agreement

APPENDIX B – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State, Parish:	
Country	
Postal Code:	
Phone Number with Area Code:	
Respondent's Social Insurance Number issued by the Government of Bermuda:	
Respondent's Payroll Tax Number issued by the Government of Bermuda:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

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

respondent unless and until the Government and the respondent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ and in Pricing (Appendix C) in particular. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

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

6. No Prohibited Conduct

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

7. Conflict of Interest

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

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

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

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

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

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.

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Respondents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their quotations, or, if there is no table below, by completing the attached form and including it in their quotations.
- (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 respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 30 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

Lowest Price divide by Respondents Price x weighting = Respondents pricing points.

In addition to any 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 respondent 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 B - Pricing -Schedule of Rates

APPENDIX D – RFQ PARTICULARS

A. THE DELIVERABLES

Engineering Support Services

See Annex C - Scope of Services

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Pricing (Appendix C)

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

3. Other Mandatory Submission Requirements

Other Mandatory Submission Requirements

- Signed copy of Certificate of Confirmation of non-Collusion (Appendix E)
- Copies of the Certificate of Incorporation of the Company, Project Approach
- A document highlighting experience with similar projects
- A list of any previous projects performed for Government (if applicable)
- Any other materials required to be completed and submitted in accordance with the RFP documents.

Company Qualifications & Project Team

See Annex D - Company Qualifications & Project Team

Local Benefits

See Annex E - Local Benefits

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

Safety and Health

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

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

Proof of Insurance

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

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 RFQ. Respondents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

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

1. Pricing

See Appendix C - Pricing

2. Experience and 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	/15
1.2	Rank the respondents Corporate Background and performance on similar projects relevant to the Deliverables?	/10
	Does the proponent have staff with Government procurement process experience?	

1.3		/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
	Total Score - This Section	40

3. Social, Economic and Environmental

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
	Total Score -This Section	30

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Respondent

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

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

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

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

Confirmation of non-collusion

I/We certify that this is a bona fide proposal, intended to be competitive and that I/We have 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 RFQ pack, or supplementary information provided to all Respondents.

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

- (a) communicating to a person other than the RFQ Contact the amount or approximate amount of my/our proposed quote (other than in confidence in order to obtain quotations necessary for the preparation of the quote 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 _____



FORM OF AGREEMENT

The Client is The Ministry of Public Works,
PO Box HM 525,
Hamilton, HM CX, Bermuda

The Consultant is _____

The Client desires the execution of certain Works known as:

Engineering Support Services for the Water and Sewage Section

OFFER

The Consultant has examined the documents listed in the Appendices which forms part of this Agreement and offers to execute the Works in conformity with the Contract. Reimbursement shall be on a time charge bases in accordance with the schedule of rates in Appendix 3.

This offer, of which the Consultant has submitted two signed originals, may be accepted by the Client by signing and returning one original of this document to the Consultant

The Consultant understands that the Client is not bound to accept the lowest or any offer received for the Works.

Signature: _____ Authorized to sign on behalf of the
Consultant

Name: _____ Date: _____

Capacity: _____

ACCEPTANCE

The Client has by signing below, accepted the Consultant's offer and agrees that in consideration for the execution of the Works by the Consultant, the Client shall pay the Consultant in accordance with the Contract. This Agreement comes into effect on the date when the Consultant receives one original of this document signed by the Client.

Signature: _____ Authorized to sign on behalf of the Ministry
of Public Works

Name: _____ Date: _____

Capacity: _____

END OF FORM OF AGREEMENT



CONDITIONS OF CONTRACT

Client/Consultant Model Services Agreement GENERAL CONDITIONS

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), attached under separate cover.

The General Conditions of Contract are amended by the Particular Conditions of Contract.

Part 1 CLIENT/CONSULTANT MODEL SERVICES AGREEMENT

PARTICULAR CONDITIONS

Preamble

These Particular Conditions supplement the General Conditions, and shall modify, delete and/or add to the General Conditions.

Where any clause, paragraph, or sub-paragraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph shall remain in effect and the supplemental provisions shall be considered as added thereto.

Where any clause, paragraph, or sub-paragraph in the General Conditions is amended, deleted or superseded by any of the following paragraphs, the provisions of such clause, paragraph, or sub-paragraph, not so amended, deleted or superseded shall remain in effect.

Clause numbers herein refer to the same clause numbers as in the General Conditions.

A. References from Clauses in the GENERAL CONDITIONS

1.0 General Provisions

1.1 Definitions

1.1.2. Add the following:

Project Name: Engineering Support Services for the Water and Sewage Section



1.4 Law and Language

1.4.1 Add the following:

Language of the Agreement: English
Ruling language: English
Law to which Agreement is subject: Law of Bermuda

Add the following clause:

1.4.2

The Agreement shall in all respects be construed and operated in conformity with the Laws of Bermuda and the respective rights and liabilities of the parties shall be in accordance with the Laws for the time being in force.

1.5 Change in Legislation

Add the following:

Consultant's principal place of business: Bermuda

1.8 Notices

1.8.1 Delete from the end of the last sentence:

“or by telex subsequently confirmed by letter”

Add the following clauses;

1.8.2

Client's address:

Ministry of Public Works
Department of Works and Engineering
P. O. Box HM 525
3rd Floor Post Office Building
56 Church Street, Hamilton HM12, Bermuda

Attention: Principal Engineer Water and Sewage Section

Contact Name: Mr. J. Tarik Christopher

Phone: (441) 278 0570

E-mail: tjchristopher@gov.bm

1.8.3

Consultant's address:

XXXXXXXXXXXXXXXXXXXX



1.9 Publication

1.9.1 This clause is deleted in its entirety and replaced with the following clause;

The Consultant shall obtain the written consent of the Client before publishing or issuing any information or speaking to the public or media regarding any aspect of the Project.

2.0 The Client

2.6 Supply of Client's Personnel

2.6 This clause is deleted in its entirety

2.7 Client's Representative

2.7.1 This clause is deleted in its entirety and replaced with the following clause;

For the administration of the Agreement the Client shall designate an official or individual to be his representative.

Client's Representative: Mr. J. Tarik Christopher

2.7.2 Add the following;

The Client's Representative may delegate any duties to another and may at any such time revoke such delegation. Any such delegation or revocation of delegation shall be made in writing.

3.0 The Consultant

3.5 Supply of Personnel

3.5 This clause is deleted in its entirety

3.6 Representatives

3.6 This clause is deleted in its entirety, and replaced with the following.

3.6.1 The Consultant's Representative shall only be Keith Claridge.

3.7 Changes in Personnel

3.7 This clause is deleted in its entirety, and replaced with the following:

3.7.1 There shall be no changes of personnel provided by the Consultant.



4.0 Commencement, Completion, Variation & Termination

4.2 Commencement and Completion

4.2.1 This clause is deleted in its entirety, and replaced with:

4.2.1 Commencement Date: 1 April 2021

Completion Date: 31 March 2022

Option to Extend Service Period for an additional 12 months (31 March 2021)

4.4 Delays

4.4 This clause is deleted in its entirety.

4.5.2 Changed Circumstances

4.5.2 This clause is deleted in its entirety.

4.6 Abandonment, Suspension or Termination

4.6 This clause is deleted in its entirety and replaced with the following clause;

4.6.1 The Client or Consultant may suspend all or part of the Services or terminate the Agreement by giving at least 5 working days notice to the other party to the Contract.

4.8 Exceptional Circumstances

4.8.2 Add the following sentence to the end of the clause:

“The extent of time is to be agreed by both parties and be evidenced in writing.”

5.0 Payment

5.1 Payment to the Consultant

5.1.2 In line 1 delete “Unless otherwise” and insert with

“Where previously”
and;
add the following sub-clause:

(c) or alternatively to sub clauses (a) and (b) where agreed by both parties in writing, a negotiated fixed fee.



5.3 Currencies of Payment

5.3.1 Add the following:

Currency of Agreement: **Bermuda Dollars.**

5.6 Independent Audits

5.6.2 Delete the following from the second paragraph:

“... require that a reputable firm of accountants nominated by him, audit any amount ..”

Replace with

“... require that the Accountant General or his designated person audit any amount ...”

8.0 Disputes and Arbitration

8.1 Amicable Dispute Resolution

8.2 Mediation

8.3 Arbitration

These clauses are deleted in their entirety.

B. Additional Clauses to be added to the GENERAL CONDITIONS

9.0 Law, Regulations and Orders

9.1

The Consultant shall make himself fully acquainted with the Laws, Regulations and Orders of Bermuda and of any competent/statutory Authority and shall conform in all respects therewith during the continuance of the Agreement. He shall conform similarly with any such Laws, Regulations and Orders, which may come in to force after the proposal submission date.

10.0 Consultant's Offices

10.1

The Client shall provide all necessary accommodation and equipment to the enable the Consultant to carry out his services.

11.0 Approval by Other Authorities



11.1

Where the work of the Consultant is subject to the approval or review of an authority, department of Government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorised by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of Government or agency.

11.2

The consultant shall ensure that a valid work permit is in place for all non-Bermudian staff working in Bermuda.

12.0 Patents

12.1

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

12.2

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services by the Consultant in connection with the Project and for no other purpose or project.

13.0 Inspection

13.1

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

14.0 Confidential Data

14.1

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him or disclosed by the Client in the course of carrying out Services provided for herein. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

15.0 Taxation



15.1

The Consultant shall be required to pay Bermudian Taxes on all fees earned by the Consultant's representative.

16.0 Bribery

16.1

Any commission, advantage, gift, gratuity, reward, or bribe given, promised, or offered by or on behalf of the Consultant or his agent or servant or any person on his or their behalf to any officer, servant, representative, or agent of the Client or of the Engineer or to any person on their behalf or on behalf of any of them in relation to the obtaining or to the execution of this or of any other Contract with the Client shall in addition to any criminal liability which may be thereby incurred subject the Consultant to the cancellation of this and of all other contracts which he may have entered into with the Client and also to the payment of any loss or damage resulting from such cancellation.

17.0 Construction of contract

17.1

The Contract shall in all respects be constructed and operated in conformity with the Laws of Bermuda and the respective rights and liabilities of the parties shall be in accordance with the Laws for the time being in force.

18.0 Members and Staff of Client not Personally Liable

18.1

Neither the members nor the staff of the Client shall be in any way personally bound or liable for the acts or obligations of the Consultant under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

END OF CONTRACT

Schedule of Rates - to provide Engineering Support Services

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

Notes:

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

The Scope of Services Required is as follows:

1.1.1 Overview of the Scope of Work

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

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

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

1.1.2 Manpower and Qualifications:

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

Table 1A – Resource Categories

Position	Qualifications
Senior Engineer	<p>Licensed Professional Civil Engineer / Mechanical Engineer/Chemical Engineer</p> <p>At least ten (10) years’ engineering experience, emphasizing design and project management for water and sewerage 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, specifically the Bermuda Government. Knowledge of Ministry of Public Works procurement practice, FIDIC standard forms of contract, Government documentation, writing of Cabinet Papers, and Contract Award Recommendations. 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 engineering with an emphasis on design and project</p>

	management for water and sewerage infrastructure. Management of construction sites and financial control and certification.
Engineer In Training (EIT)	Must have a minimum of three (3) years overall experience, post qualification B.Eng. or equivalent in engineering with an emphasis on design and project management for water and sewerage infrastructure. Management of construction sites and financial control and certification.
Sub-Consultant	Provision of Specialist Services at the request of the Client

1.1.3 Conditions of Service Provision

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

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

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

The Consultant shall perform the Services expeditiously to meet the Client's requirements 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 the Client's property and copyright.

It is anticipated that the (as-needed) contract will be awarded for three (3) years with an option in favour of the Government to extend the Agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to one (2) years on a year

by year bases dependent on need and performance. The as-needed contract is tentatively scheduled to commence on **1 April 2021**. The Government does not guarantee any minimum amount of services to be performed for the duration of the contract.

1.1.4 Potential Service Packages

The Ministry intends 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 twenty-four (24) month period with projects in List 2B additional potential projects for inclusion in the works period:-

List 2A

- Advanced Metering Infrastructure Implementation Program
- BLDC Water and Wastewater Infrastructure Improvement Project – Phase 1 Wand Wastewater Master plan Implementation Program
- Mains Replacement Program – Town Line, Parsons Road
- Mains Replacement Program – Prospect Road, Schools Drive
- Valve Replacement Program – Mary Victoria and Alexander Road Estates, Devonshire
- Capital Maintenance of Facilities Program
- Tudor Hill and Prospect WTP – Phased Retrofit Program –Both RO#101 Retrofits
- St. Georges Infrastructure improvement Program
- Water Truckers Automated Dispensing System - Retrofit

List 2B

- Water and Wastewater Capital Program strategy Consult Design
- Prospect WTP – Phased Retrofit Program
- Tudor Hill WTP – Phased Retrofit Program
- Remote Control and Monitoring Phased Implementation Program
- Expanded Water and Wastewater Master plan Implementation Program

1.1.5 Service Package Deliverables

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

1. Design and Preparation of Tender Documents

- a. Produces preliminary sketches and designs in consultation with client departments.
- b. Obtains approvals as necessary from the Planning Department
- c. Produces design and working drawings
- d. Prepares detailed designs that, that may include dealing with other disciplines (mechanical, electrical, structural engineering, etc.) to ensure design elements' coordination and compatibility.
- e. Produces specifications and sets standards for drawings and contract documents.
- f. Ensures designs are in compliance with local and international codes of practice and standards

- g. Checks drawings and calculations to ensure design adequacy.
- h. Prepares tender documents in accordance with the Government Templates, guidelines and recommendations;
- i. Responds to tender queries and communicates addenda to bidders
- j. Prepares bills of quantities and tender documents and then places tenders and advises on acceptance upon return.
- k. Assists in the evaluation of tenders and the production of cabinet award recommendations and draft cabinet memoranda for cabinet approval.

2. Project Management

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

3. Investigations and Feasibility Studies

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

4. Administration

- a. Consults with all organizations and Government bodies that may be affected by any proposed works
- b. Orders materials and ensures a delivery to match the construction programme.
- c. Supervises consultants undertaking specialist activities on behalf of the Structural Section.
- d. Prepare monthly reports for the Client on the status of all projects.
- e. Provide project cost estimates to the Client or designate for annual budgeting purposes.
- f. oversees the work of and/or mentoring junior/trainee civil engineers within the section working on the same or parallel capital works projects ;

5. Sister Agencies Consultation

- a. Reviews planning submissions for code compliance, design suitability, verifies design calculations and criteria, and provides comments, feedback, and professional advice.

- b. Consults with other Government sections that may be affected by any proposed works.

1.1.6 Service Package Submittals

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

1.1.7 Insurance Coverage Required:

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

1.1.8 Special Considerations

The Client may require that the Consultant procure specialist engineering services and/or additional resources from a third party if the Consultant does not have sufficient resources 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.

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

Item to be provided by the Client

Client to provide access to server data where required.

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

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

PROPERTY RIGHTS

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

PROJECT PERSONNEL QUALIFICATIONS AND REFERENCES

(Note: all sheets form part of the proponent proposal)

Provide a two page CV for key personnel (team leader, managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the deliverables.

Company Name: _____

Employee Name	Title	Date Employment Commenced and Total Years of Experience	Certifications and Dates Received

Relevant Experience (From most recent):

Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:

References no.1 <i>(minimum of 3):</i>	Name and Title: Project: Organization: Contact Information – Address; Phone; Email; etc.:	
Reference no.2	Name and Title: Project: Organization: Contact Information – Address; Phone; Email; etc.:	
Reference no.3	Name and Title: Project: Organization: Contact Information – Address; Phone; Email; etc.:	

LOCAL BENEFITS

(SOCIAL, ECONOMIC AND ENVIRONMENTAL)

All pages of this form must be completed and returned with the Proponent's response.

This form is used to gather information to influence and help the economic transformation and enable meaningful participation of Bermudians and "specified business" in Bermuda's economy. This form looks at the ownership, management structures, and skill development opportunities and to learn more about the businesses bidding on Government Contracts. The Government's aim is to increase access to local economic activities and encourage skills training opportunities for Bermudians and the Government's use of specified businesses.

Rated criteria in the Government's Standard Evaluation Matrix Section 3 is equivalent to mandatory 30% of the overall score. It helps the public officers to measure, promote equal opportunities, and optimize the participation of specified businesses.

Date:

Ownership:

1. **Bermudian Owned Business**..... Yes No
2. Are you defined as a "Specified Business" in Bermuda (Small or Medium Sized)?
 Yes No
 Other _____

Definition - Reference the Code of Practice Project Management and Procurement - (page 8 and 9) "**specified business**" means a Bermudian-owned and owner-operated business enterprise with such characteristics as the Bermuda Economic Development Corporation may determine and – (A) gross annual sales of less than one million dollars, or an annual payroll of less than five hundred thousand dollars; or (B) a least three of the following attributes: (i) gross annual revenue of between \$1,000,000 and \$5,000,000; (ii) net assets of less than \$2,500,000; (iii) an annual payroll of between \$500,000 and \$2,500,000; (iv) between a minimum of 11 and a maximum of 50 employees; and (v) been in operation for a minimum of 10 years.

3. Provide a copy of the Certificate of Incorporation (if applicable).

Copy attached Yes No

4. Number of employees/Bermudians

Please indicate the total number of persons employed by the company and the number and percentage of Bermudian employees.

NUMBER OF NON-BERMUDIANS:	
NUMBER OF BERMUDIANS:	
NUMBER OF EMPLOYEES:	
PERCENTAGE OF BERMUDIANS:	

Management Control

5. INCUMBENCY CERTIFICATE

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

DIRECTORS

ALTERNATE DIRECTORS

List names and titles

List names and titles

OFFICERS

List names and titles

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

Company Name:

Skill Development - Apprenticeships/training opportunities

6. Do you offer apprenticeships/training opportunities? _____

7. Does your business offer Bermudian's apprenticeships/training opportunities?
 Yes No

8. Does your business offer Bermudian's internship opportunities?
 Yes No

9. If yes, to questions 8 and 9, what apprenticeship or training opportunities exist, please indicate below. (add more lines as needed)

NUMBER	NAME	NON BERMUDIAN	BERMUDIAN	APPRENTICESHIPS OR TRAINING OFFERED BY YOUR COMPANY (month/year)

Preference Procurement

10. Will the proponent use Bermuda specified businesses in their supply chain?

Yes _____ No _____

If no, then please provide an explanation _____

11. Will the proponent use Bermuda specified business sub-contractors (if applicable)?

Yes _____ No _____

If no, then please provide an explanation _____

Enterprise and Supplier Development

Safety, Health and Environmental Policies

12. Safety and Health, Sustainability and Environmental Policies

Please indicate whether the business has a:

- a) Safety and Health Policy,
 Yes No, if yes, then please provide a copy.

- b) Sustainable Goods and Services Policy
 Yes No, if yes, then please provide a copy.

- c) Environmental Policy.
 Yes No, if yes, then please provide a copy.