



Ministry of Public Works

Architects Section

Request for Proposals

For

Interior Design and Project Management Services

SESSIONS HOUSE

21 Parliament Street

City of Hamilton, HM12 Bermuda

PROJECT NUMBER: 34.11.77

Request for Proposals **No.:01/18**

Issued: **March 7, 2018**

Submission Deadline: **April 6, 2018, at 3:00 PM AST**

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ANNEXES:

- **Drawings (P-0376/17)**
 - a. DAP1 submission drawings (16 sheets) (submitted to the Department of Planning for approval)
 - b. Schematic drawings SK100 and SK101 (2 sheets)
 - c. Schematic drawings A-001-A-004 (4 sheets)

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 **Interior Design and Project Management Services for Sessions House**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Sessions House currently provides office and programme space for the House of Assembly, associated Office of the Legislature, Supreme Courts and associated judicial offices. The House of Assembly’s main chamber is located on the upper floor, and the Senate Chamber now resides on this floor after a recent relocation from the Cabinet Building. The Supreme Court and associated offices occupy the ground floor.

Objective

The objective is to contract for professional interior design and construction project management services to provide the best interior design solution for the internal renovation of the Sessions House building (ground floor, upper floor, and tower spaces). The design and associated consideration of works will be sensitive to the existing historic building features and provide contemporary and efficiently designed work environments.

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 interior 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 that will normally be expected during the performance of the contract. See Appendix D – RFP Particulars for more details.

- 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 Sessions House, including but not limited to a review of the existing conditions and programme, review of the proposed schematics, interior design works, development of furniture and millwork plans, assist with selection of furniture 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) 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 Sessions House project.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be: **Mr. Stephen Squire** at 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 with the RFP Contact by emailing their company name and contact information to ssquire@gov.bm. Amendment/addenda (if any) will be posted at <https://www.gov.bm/procurement-notice>. Proponents should visit the Government Portal on a regular basis during the procurement process.

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. The project is tentatively scheduled to commence on May 4, 2018.

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	March 7, 2018
Registration of Interest	From March 7 - 14, 2018
Mandatory Site Visit / Pre-Bid Meeting (*see note below)	March 13, 2018 at 10:00 AM Atlantic Standard Time “AST”
Deadline for Questions	March 19, 2018 at 3:00 PM AST
Deadline for Issuing Addenda	March 23, 2018 at 3:00 PM AST
Submission Deadline	April 6, 2018 at 3:00 PM AST
Irrevocability Period	Ninety (90) calendar days
Anticipated Execution of Agreement	May 4, 2018

The RFP timetable is tentative only, and may be changed by the Government at any time. For greater clarity, a business day means all days that the Government is open for business. Proponents are requested to register their interest in responding to the RFP prior to the deadline noted in the timetable above with the RFP contact at ssquire@gov.bm.

Mandatory Site Visit:

The mandatory site visit will be held on March 13, 2018 at 10:00 AM AST. Attendees shall meet at the following location and register with the RFP Contact:

Sessions House
21 Parliament Street
Hamilton
East entrance (near elevator lobby)

Proponents will be granted permission by the RFP Contact, upon application, to enter upon the site of the Works for the purpose of inspection but only upon the express condition that such person will release and indemnify the Government from and against all liability in respect of personal injury, loss of or damage to property and any other loss.

Proponents are advised to visit and inspect the site and surrounding areas where the Works are to be performed. Proponents shall be deemed to have satisfied themselves as to the form and nature of the site, the quantities and nature of the Works and materials necessary for the completion of the Works, and in general to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or affect their proposal.

Proponents shall make their own assessment of existing facilities, conditions and difficulties which will affect the execution of the Works called for by the proposed construction contract; including local conditions, constraints due to working in an occupied building with restricted hours, labour conditions, uncertainty of weather, difficulties with access, and all other reasonable contingencies. Proponents shall satisfy themselves by personal examination of the site of the proposed Works and by such other means as they choose as to actual conditions and requirements, and as to the quantities required.

*** A submission made by a proponent that has not attended the mandatory site visit will not be accepted.**

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 April 6, 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 at the Ministry of Public Works, Head Office, 3rd Floor General Post Office Building, 56 Church Street, Hamilton, Bermuda.

IMPORTANT: PROPOSALS MUST BE PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE MINISTRY OF PUBLIC WORKS AT THE PRESCRIBED LOCATION.

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 **one (1) original signed proposal and two (2) hard copies** thereof in a sealed package or one (1) electronic copy, in Microsoft Word or Adobe PDF format. If both a hard copy and electronic copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal will prevail.

Proposals should be prominently marked with the RFP title and number (see RFP cover) and the notation “do not open until submission date and time”. 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 **Ninety (90) calendar days** running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

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

2.2 Stage I – Mandatory Submission Requirements

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

2.2.1 No Amendment to Forms

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

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

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

2.3.2 Rated Criteria

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

2.4 Stage III – Pricing

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

2.5 Selection of Top-Ranked Proponent

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

2.6 Notice to Proponent and Execution of Agreement

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

2.7 Failure to Enter into Agreement

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

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

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

3.1.2 Proposals in English

All proposals must be written in the English language only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

In the evaluation process, the Government may include information provided by the proponent's 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 B152 – 2007

Standard Form of Agreement between Owner and Architect for Architectural Interior Design 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 B152 – 2007** 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 B152 – 2007
Standard Form of Agreement between Owner and Architect for Architectural Interior Design Services

Signed: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant 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 Ninety (90) calendar days following the Submission Deadline.

8. Disclosure of Information

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

9. Execution of Agreement

The proponent agrees that in the event its proposal is selected by the Government, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

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 **40 points** of the total score.

Proposals that have met all mandatory requirements and minimum threshold score(s) will be evaluated for price. Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

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

In addition to any rights to verify, 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 proponents 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 proposal 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

Fixed Sum - shall include all margins, overheads, processing fees, and for services noted.

ITEM	Statement of Requirements - Phases	QUANTITY	SUM (BD \$)
1.	Pre-Design & Schematic Design	1	
2.	Design Development	1	
3.	Construction Documents	1	
4.	Management of Bid Processes	1	
5.	Construction Contract Administration	1	
6.	Professional Engineering Services		
	Mechanical		
	Electrical		
	Structural		
	TOTAL SUM (BD\$)		

Schedule of Rates - to provide Interior Design and Project Management Services

ITEM	Job Title	Hourly Rate (BD\$)
1.	Senior Interior Designer	
2.	Junior Interior Designer	
3.	Project Manager	
4.	Draftsperson	

5.	Technologist	
6.	Sub-Consultant Handling Charge (%)	

Contract Duration

Contract Period: calendar weeks
Pre-Design & Schematic Designwork days
Design Developmentwork days
Construction Documentswork days
Management of Bid Processeswork days
Construction Contract Administrationwork days
Proposed Start Date: 2018
Proposed Completion Date: 2019

Dated this _____ day of _____, 2018

SIGNED:

(Signature) _____ in the capacity of _____

[BLOCK LETTERS]

Duly authorized to sign proposals for and on behalf of:

(Firm) _____

(Address) _____

WITNESS:

(Signature) _____ in the capacity of _____

[BLOCK LETTERS]

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

The selected proponent shall be required to work under the direction of the Government Project Manager as appointed by the Chief Architect. The selected proponent shall have the requisite experience and resources to provide all professional services required for planning, design and construction management of interior and associated works. The Statement of Requirements is intended to describe the five (5) technical 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 be responsible for performing a comprehensive review and examination of the building resulting in detailed technical drawings that show existing conditions and developing the Sessions House detailed interior design including furniture design with details and technical specifications.

Upon acceptance, these drawings and related notations of existing conditions will form the basis for all interior design works thereafter. Auxiliary responsibilities shall include onboarding and management of other consultants and services as required, along with liaising with all authorities having jurisdiction regarding the design, development, and all phases of construction for the contracted works duration. The selected proponent will also be responsible for printing of all listed phases of final design, in a number of copies specified in the Statement of Requirements. All drawings have to be submitted in both protected and open file documents in electronic version. The final version of the design should be submitted in both hard copy (five (5) copies) and electronic version (CD or USB memory stick).

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 fixed sum price. The scope of services shall include, but not be limited to:

General tasks to be applied to all phases

1. Meeting with stakeholders and Gov. Project Manager at intervals appropriate to the project phase
2. Develop/update project budgets
3. Develop/update project schedules

- **Pre-Design and Schematic Design**

1. Determine/confirm existing building code and classification for proposed works
2. Determine project objectives
3. Establish functional and aesthetic goals to formulate into a design concept
4. Select existing furnishings and other items to be reused; plan for safe keeping
5. Provide space plans with proposed furniture layouts
6. Review and amend accordingly the current floor plans and confirm dimensions
7. Review current DAP1 drawings and make changes to the floor plans/concept as required two (2) revisions
8. Present the conceptual design to the stakeholders and Gov. Project Manager for approval and acceptance
9. Submit drawings as PDF's and in AutoCAD electronic files including plot files (ctb or other)
10. Handover drawings and related documents shall be the property of the Bermuda Government

- **Design Development**

1. Design all interior spaces
2. Provide two (2) sketch options and presentation boards for interior room finishes, layouts, furnishings, hardware and lighting; etc.
3. Coordinate art and decorative accessories
4. Prepare specifications for interior construction
5. Material finishes, furnishings, fixtures, and equipment; shall be reviewed and approved by Gov. Project Manager and Stakeholders
6. Prepare final interior floor plans, sections and elevations drawings
7. Submit drawings to the Department of Planning
8. Source and coordinate with Professional Engineering Services for mechanical, electrical, and structural as required for regulatory approvals (building permits). Confirm presence of asbestos and/or materials related carcinogens/pathogens
9. Ensure designs are in compliance with local and international codes of practice and standards
10. Submit drawings as PDF's and in AutoCAD electronic files including plot files (ctb or other)
11. Handover drawings and related documents shall be the property of the Bermuda Government

- **Construction Documents**

* Preparation of Construction documents for works shall include but not be limited to the following:

1. Demolition/new partition plans
2. Power and communications drawings and specifications
3. Reflected ceiling and lighting plans
4. Wall and floor finishes plans and schedules
5. Interior door and hardware schedules

6. Interior window and hardware schedules
7. HVAC drawings and specifications
8. Fire Alarm system drawings and specifications as required
9. Furniture layouts
10. Interior details and design as required, including cabinets, millwork, etc.
11. Security and Access Control system drawings and specifications
12. Complete all related specifications
13. Seek approval from Authorities Having Jurisdiction.
14. Ensure designs are in compliance with local and international codes of practice and standards
15. Submit drawings as PDF's and in AutoCAD electronic files including plot files (ctb or other)
16. Handover drawings and related documents shall be the property of the Bermuda Government
17. Include service for – signage; prepare complete specifications and drawings

- **Management of Bid Processes**

*Preparation of Tender documents for works shall include but not be limited to the following:

1. Address queries during bid period and issue Addendums as required
2. Evaluate return Bids and provide recommendation to Gov. Project Manager
3. Assist the Government's Project Manager in preparation of scope of works and tender documentation for construction works and furniture supply and installation, selection using the Government templates, guidance, and client approved specifications all in accordance with the Government's Financial Instructions
4. Prepare tender documents and evaluate tenders for future Furniture Vendor for Furniture, Furnishings and Equipment (FFE) in addition to managing and coordination
5. Manage Mill Work and Signage Packages
6. Provide Fire egress plans
7. Conduct together with Government Project Manager pre-tender meetings and pre-tender site visits
8. Provision of five (5) hard copies of CAD drawings to the Government's Project Manager for coordination.
9. Provide technical assistance during the tender evaluation, and submit a comprehensive written report with recommendations on the award of contracts in the format provided by Government. Assist the Government's Project Manager with the drafting of the Cabinet memoranda.

- **Construction Contract Administration**

*Based on an agreed construction period

1. Maintain project schedule
2. Provide onsite quality assurance during construction
3. Provide punch list of all work to be completed
4. Review and evaluate construction
5. Coordinate deliveries/installation of FFE

6. Review shop drawings and approve material samples
7. Provide clarification to the work (RFI) and prepare Site Instructions as required
8. Coordinate with the Government's Project Manager and consult with the Stakeholders and Contractor regarding scheduling and approval of works
9. ***Please note:** Installation of windows (performed by others) will take place in tandem with the works as described in this RFP
10. Review site works at intervals in accordance with the Construction schedule to ensure compliance with contract documents
11. Hold regular project meetings with contractors and record minutes
12. Prepare approval of interim and final payment certificates along with variation and change order requisitions
13. Supervise the satisfactory completion of the works and correction of defects prior to the approval of final payment
14. Organize physical move from House of Assembly by "swing/decanter space" in coordination with Government's Project Manager. Develop tagging system for furniture and equipment to be relocated and provide plans for movers
15. Review and approve contractors' works execution schedules

B. MATERIAL DISCLOSURES

The project site is within a Grade 1 listed building.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Pricing (Appendix C)

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

3. Other Mandatory Submission Requirements

The following documents must be included in your proposal response:

a) 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 (Appendix E).

b) Local Benefits (Social, Economic and Environmental) (Appendix F)

Each proposal must include a completed local benefits form (Appendix F).

c) Company's Certificate of Incorporation

A signed copy of the Certificate of Incorporation must be included for proponents that are

companies/corporations.

d) Acknowledgement of Appendix A

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

e) Personnel Qualifications and References– (Appendix G)

- 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), (iv) the names and full details of the relevant experience of any sub-contractors, and (v) a list of subcontractors (if applicable).

f) Letter from principal bank confirming credit status of the proponent

g) Safety and Health Plan for the Project

h) Method Statement on how the work is to be completed and timetable for all deliverables

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

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

D. MANDATORY TECHNICAL REQUIREMENTS

Proponents must hold a valid designation to provide Interior Design professional services (NCIDQ certificate or equivalent). The proponent must also be a member of the Bermuda Society of Interior Designers (BSID) or an equivalent organization.

Proponents must have a minimum of 5 years' experience in the provision of interior design and project management services.

The proponent's assigned Project Manager should have 5 years of experience in the provision of interior design and project management services.

E. PRE-CONDITIONS OF AWARD

1. Insurance

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

2. 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.
- 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.

3. 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 includes the provision 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.

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.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Experience and Qualifications	40 Points	20/40
ii. References	10 Points	N/A
iii Local Benefits (Social, Environmental and Economic)	10 Points	N/A
Pricing (See Appendix C for details)	40 Points	N/A

Total Points	100 Points	N/A
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i. Experience and Qualifications– 40 points

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent; [/2.5]
- (b) a description of its knowledge, skills and experience relevant to the Deliverables; and [/5]
- (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. [/5]

The following questions will be considered when each proposal is evaluated:

- (d) Does the project team understand the Government’s needs? [/5]
- (e) Does the proponent have the support capability required? [/5]
- (f) Can the proponent lead, facilitate, and coordinate project planning and execution? [/5]
- (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? [/2.5]
- (j) Has the proponent performed well for the Government in previous projects? [/2.5]

ii. References – 10 points

Each proponent is requested to provide 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.

The following questions will be considered when each proposal is evaluated: -

- (a) Does the proponent have previous relevant and positive experience in planning and completing projects of this type and scope? [/5]
- (b) Does the proponent have prior experience in working with public sector organizations? [/5]

The Government may check references in addition to those provided.

iii. Local Benefits (Social, Environmental and Economic) (Appendix F) – 10 points

Consideration will be given to each of the following factors when proposals are evaluated: -

- 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]

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Proponent

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive proposals from 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, 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 a 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 package, 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) or

(b) entering into any agreement or arrangement with any other person that he shall refrain from submitting a proposal 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 opportunity.

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____

**APPENDIX F - LOCAL BENEFITS
(SOCIAL, ECONOMIC AND ENVIRONMENTAL)**

Proponent's Name _____

Do you offer apprenticeships/training opportunities? _____

Apprenticeships/training opportunities

Please indicate whether the company offers apprenticeships or training opportunities. If no apprenticeship or training opportunities exist, then indicate below. (Add more lines as needed)

NUMBER	NAME	BERMUDIAN		APPRENTICESHIPS OR TRAINING PROVIDED BY THE PROPONENT (month/year)
		NON	BERMUDIAN	

Number of employees/Bermudian

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

NUMBER OF NON BERMUDIANS:	
NUMBER OF BERMUDIANS:	
NUMBER OF STAFF:	
PERCENTAGE OF BERMUDIANS:	

Will the proponent use local businesses in their supply chain?

Yes _____ No _____

If no, then please provide an explanation _____

Will the proponent use local sub-contractors (if applicable)?

Yes _____ No _____

If no, then please provide an explanation _____

Safety and Health and Environmental

Please indicate whether the proponent has (i) a Safety and Health Policy, (ii) a sustainable goods and/or services policy, and/or (iii) an environmental policy. If so, then please provide a copy.

Copy attached (i) Yes _____ No _____

(ii) Yes _____ No _____

(iii) Yes _____ No _____

Provide a copy of the proponent's **Certificate of Incorporation** (if applicable). _____

APPENDIX G – 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.

Proponent’s 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:
e.g. June 2012-January 2015		
Etc.		

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