



GOVERNMENT OF BERMUDA
Ministry of Public Works

Bermuda Housing Corporation

Request for Proposals

To
Develop a Business Case for a new Water,
Wastewater and Resource Recovery Utility

Issued Date: June 16th, 2020



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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

The Government of Bermuda, Ministry of Public Works, through the Bermuda Housing Corporation (hereafter known as “BHC”) announce this Request for Proposals (the “RFP”) as an invitation by the BHC to prospective proponents to submit proposals to Develop a Business Case for a new Water, Wastewater and Resource Recovery Utility as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda must improve the quality, reliability, efficiency, and sustainability of water supply, wastewater collection and treatment, and solid waste disposal. In pursuit of this goal, the Ministry of Public Works (MPW) has initiated a project to create a water, wastewater, and resource recovery utility. The utility would be responsible for replacing failing infrastructure as well as expanding water and wastewater networks in parts of the island, developing a new wastewater treatment plant (WWTP) and rehabilitating the Tynes Bay waste-to-energy (WTE) facility (which would supply energy to, produce drinking water and burn sludge from, the new WWTP). See the outline sketch of the project in Annex D.

The objective of this solicitation is to engage a consulting firm to develop the justification for the project. To achieve this objective the consultant will be required to:

- Assist the MPW to further define the project (including the infrastructure, the financing mechanism, and the institutional structure) in sufficient detail to allow it to be costed and assessed, and with sufficient clarity to enable effective communication with stakeholders
- Decide which variants to test, based on stakeholders’ inputs (for example, compare a corporatized public utility financed by commercial debt versus a private utility with 60 percent or more private equity)
- Create a clear statement of the problems the project is intended to solve that can be used for consultation with stakeholders
- Clearly state the objectives the project is intended to achieve, with respect to service, environment, efficiency, sustainability, user charges, and fiscal impact
- Test the extent to which the project will achieve its objectives—this is to be done through analysis and consultation
- Recommend improvements to the project if necessary.

1.2 Bermuda Housing Corporation (BHC)

The BHC is responsible for providing agency and funding for this request for proposal alone, BHC shall not be involved in any implementation or operation of the new Water, Wastewater and Resource Recovery Utility.

1.3 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be Mr. J. Tarik Christopher at email tjchristopher@gov.bm



Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the BHC, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

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

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

prior to the Submission Deadline noted in the RFP timetable below.

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

1.4 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the BHC for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the BHC and the selected proponent. It is the BHC’s intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of 90, with an option in favour of the BHC to extend the agreement terms and conditions acceptable to the BHC and the selected proponent for an additional term of up to 30.

Joint submissions are acceptable however if a joint submission is made, the submission must clearly indicate which party will act as the prime contractor.

1.5 RFP Timetable

Issue Date of RFP	Tuesday June 16, 2020
No Pre-Bid / Site Meeting	
Deadline for Questions	Tuesday 14 th July 2020
Deadline for Issuing Addenda	Friday July 17 th , 2020
Submission Deadline	Friday July 24 th , 2020
Rectification Period	Monday 3 rd August 2020
Anticipated Ranking of Proponents	Wednesday 5 th August, 2020
Contract Negotiation Period & Post Submission Interview	Wednesday 12 th August, 2020
Anticipated Execution of Agreement	Friday 28 th August, 2020

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



1.6 Submission of Proposals

1.6.1 Proposals to be submitted at Prescribed Location

Interested parties are invited to respond to this RFP by submitting a response to the Bermuda Housing Corporation office (hand-delivered, regular mail, facsimile, or email submissions are acceptable) located at

Bermuda Housing Corporation
Attention: General Manager
IAS Park Building (east entrance)
44 Church Street (Ground Floor)
Hamilton, HM 12
Bermuda
Email:

The outer package (and/or the email subject line) must state reference: “RFP To Develop a Business Case for a new Water, Wastewater and Resource Recovery Utility” **Due date: Friday 24th July, 2020 at 4:00PM ADT**

Responses should include a statement of interest and information as requested in the description of requirements and output.

Electronic mail (E-Mail) submissions are accepted at.

If documents are larger than ten (10) MB please send them within a zip file.

In the subject line of the email, please state “RFP to Develop a Business Case for a new Water, Wastewater and Resource Recovery Utility”. Please ensure to send a copy of your proposal in Adobe PDF format.

1.6.2 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 deadline will be rejected.

1.6.3 Proposals to be submitted in Prescribed Format

Proponents shall submit their proposal as one (1) electronic copy (e-copy) in Adobe PDF format. Proposals should be submitted with the RFP title and number (see RFP cover) in the subject line. The full legal name and email return address of the proponent should be given in the email as well.

1.6.4 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.



1.6.5 Withdrawal of Proposals

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

1.6.6 Public Access to Information

Any information collected or used by or on behalf of the BHC 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 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.

1.6.7 Deadline Extension for Submission of Proposal

The BHC may, at its discretion, extend the deadline for submission of proposals by issuing an addendum posted on <https://www.gov.bm/procurement-notices> in which case all rights and obligations of the BHC and the Proponents previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

1.6.8 Modifications and Withdrawal of Proposals

- i. The Proponents may modify or withdraw their proposal after Proposal submission, provided that the modification or notice of withdrawal is received in writing by the BHC prior to the prescribed deadline for submission of proposals.
- ii. The proponent's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 1.6.5 the Deadline for submission of proposals with the envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- iii. Subject to Clause 1.6.7, no proposal shall be modified subsequent to the deadline for submission of proposals.

1.6.9 Amendment of RFP Documents

- i. At any time prior to the deadline for submission of proposals, the BHC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proponent, modify the RFP documents by the issuance of an Addendum.
- ii. The addendum will be sent in writing by email to all prospective Proponents who have provided their point of contact and will be binding upon them. Prospective Proponents shall promptly acknowledge receipt thereof by email to
- iii. In order to afford prospective Proponents reasonable time in which to take an Addendum into account in preparing their proposal, the BHC may, in its sole discretion, extend the deadline for the submission of Proposals in accordance with sub-clause 1.6.7

[End of Part 1]



PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

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

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the BHC will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the BHC issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP 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 BHC will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the BHC as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The BHC 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 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

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



In the event of a tie, the selected proponent will be the proponent selected by way of the lowest price.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the BHC or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the BHC and the selected proponent. Negotiations may include requests by the BHC for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the BHC for improved pricing or performance terms from the proponent. The Post submission interview will be carried out at this stage.

2.5.3 Time Period for Negotiations

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

2.5.4 Failure to Enter into Agreement

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

2.5.5 Notification of Negotiation Status

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

[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 BHC 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 BHC or other institutions.

3.1.5 Information in RFP Only an Estimate

The BHC and its advisers make no representation, warranty or guarantee as to the accuracy of the information or 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 BHC

The BHC 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 BHC makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive



contract for the provision of the described Deliverables. The BHC 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.

3.1.10. Rejection of Qualified Proposals.

Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP

3.1.11 Debts.

The Proponent confirms by submission that they are conducting business as a proper legal entity and are not delinquent in making payments to the BHC for Social Insurance contributions, Payroll Tax or any other debt recorded by Bermuda's Accountant General Debt Collection Section.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The BHC is under no obligation to provide additional information, and the BHC is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The BHC is not 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 BHC, 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 BHC. In the Submission Form (Appendix B), proponents must 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 BHC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the BHC may extend the Submission Deadline.

3.2.4 Verify, Clarify and Supplement

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

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once the Agreement is executed by the BHC 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 BHC's Procurement Protest procedures. The notice must provide 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 BHC in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or



- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent 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 BHC may disqualify a proponent for any conduct, situation or circumstances, determined by the BHC, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The BHC may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the BHC 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 BHC, 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 BHC; 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 BHC 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 BHC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.4.9 No Collusion

By responding, the proponent implicitly states that the proposal is not made in connection with any competing proponents submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the BHC participated directly or indirectly in the Proponent's proposal presentation. 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 BHC

All information provided by or obtained from the BHC in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the BHC 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 BHC; and
- (d) must be returned by the proponent to the BHC immediately upon the request of the BHC.

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 BHC. The confidentiality of such information will be maintained by the BHC, 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 BHC 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 Procurement Process Non-Binding

3.6.1 No Process Contract and No Claims

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

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

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the BHC by this RFP process until the successful negotiation and 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 proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the BHC to enter into an agreement for the Deliverables.

3.6.4 Cancellation

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

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

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



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

[End of Part 3]



APPENDIX A – FORM OF AGREEMENT

The terms and conditions found in the sample Form of Agreement (Appendix A) are intended to provide advance notice of some of the key contractual provisions that would be contained in the form of contract.

See Annex A - Form of Agreement



APPENDIX B – SUBMISSION FORM

1. Proponent Information

Submitted with this submission form Proponents are to briefly describe the history of its organization, especially the skills pertinent to the specific work effort required by the RFP, and any special or unique characteristics of your organization which would make it especially qualified to perform the required work activities.

The following specific information should be included in the description of the organization:

1. Location of the corporate headquarters.
2. Location of corporate office(s) including the length of time each of these offices has been open and the number of staff employed in each office.
3. Organizational chart showing the key staff for this project and their functional and reporting relationship to other elements of the organization.
4. Name and resume of the manager who will be responsible and accountable for this project.
5. For each of the staff, provide a resume and brief description of his/her skills and experience that are directly applicable to the functions to be performed by this individual. If the individual will be hired for this project, provide a brief job description and a list of required skills, knowledge, and experience.



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 Tax Payroll 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. Acknowledgment of Non-Binding Procurement Process

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

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

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

5. Addenda

The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, _____ to _____ (if applicable) issued by the BHC, or if no addenda were issued by the BHC 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.

6. No Prohibited Conduct

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

7. 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 BHC 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:

8. Disclosure of Information

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

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.



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) Proponent to specify the currency of funds required, which shall be all inclusive of Bermuda applicable duties and taxes.
- (c) Pricing quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 30 points of the total score.

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:

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

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

1. The Ministry 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.
2. Arithmetical errors will be rectified on the following basis:
 - 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 Bidder 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;
 - Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and

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.

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



- (a) The BHC will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis:
 - (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proponent does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;
 - (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
 - (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

3. Required Pricing Information

See Annex B - Pricing



APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Preliminary Report

Fully Define the Project

The project needs to be fully defined on infrastructure, financing, and institutional levels to be financially evaluated and assessed, and to enable effective communication with stakeholders.

To achieve this, the Consultant is expected to talk to the MPW to understand the project as currently defined on infrastructure, financing, and institutional levels. The Proponent will also familiarize themselves with the technical and commercial characteristics of the existing MPW operations including but not limited to source(s) of supply, current system facilities and the proposed capital improvement plans as well as the economic, social, technical, and other relevant Bermuda Islands statistics.

Clearly State the Problems the Project Is Intended to Solve

The Consultant should define and provide evidence to support the problems that the project intends to address, including the following.

Service problems

The MPW wants to ensure that the production of waste does not reduce bathing water quality and that it meets international standards on all bathing beaches, now and in the future. The MPW also wants to ensure that households reliably receive water supply and solid waste disposal services now and in the future.

The Business Case will need to provide a clear statement of any shortfall from desired standards. To do this, the Consultant may need to:

- Talk to the MPW to understand the perceived shortfalls
- Check if bathing water standards are currently being met, including:
 - Interpreting existing records by comparing the results to the standards and assessing the quality of the results
 - If necessary, sampling of bathing waters on beaches which may be affected by discharge from the effluent outfalls
- Check if water supply reliability standards are currently being met



- Check if solid waste disposal standards are currently being met and the likelihood that they will continue to be met.

The Consultant's proposal should specify the steps and resources needed to complete the analysis above and set out the basis for the testing, i.e., equivalent international testing standards. For the sampling task, the Consultant should indicate which tests it will run, where, and how frequently. The cost of the sampling task should be included in the financial proposal as a contingency item.

Cost and sustainability problems

A clear statement of inefficiencies and risks of the existing structure must be produced, based on evidence, and quantified where possible.

The current institutional structure is sub-optimal because the fragmentation of government-owned and semi-private service providers causes competition for capital funds, which reduces investment in infrastructure as well as reduces coordination and efficiency. In addition, the reliance on Government for funding prevents the timely execution of critical works creating undesirable fiscal costs and risks.

Consult with Stakeholders

Given the importance of water supply, wastewater collection and treatment, and solid waste disposal, the MPW has been consulting stakeholders since the start of project development. Consultations should continue through the Business Case stage to ensure that stakeholders' concerns are analyzed and addressed. Also, the Business Case should mention dissenting views on the project and explain how they were considered.

The Consultant is expected to advise the MPW on how to communicate the project to other stakeholders (MOF, COH, COSG, BLDC, BWW, WEDCO, MOE, BELCO, customers). The approach should include: preparing a stakeholder communication plan, helping MPW implement the plan, and leading to at least two town hall meetings.

The Consultant's proposal should specify the proposed stakeholder consultation approach, including meeting formats and processes.

Define Project Objectives

The Consultant should specify standards for: bathing water quality in areas affected by the project, wastewater collection services in areas affected by the project, and drinking water quality and reliability in areas affected by the project.

The Consultant should also specify goals for tariffs and fiscal impact, in areas such as:

- Minimization of costs to achieve performance standards
- Demands on government budget over the medium term



- Charges to businesses and households.

The process required to define project objectives is expected to include the following tasks:

- Propose project objectives, based on the problem statement, existing standards or goals of the Government and relevant international standards
- Discuss with MPW and stakeholders
- Finalize

Demand Forecast

The Consultant will be expected to fully develop a 20-year demand forecast for all the services to be provided by the new utility and undertake the following:

- Produce 20-year forecasts of demand for each service covered by the project, namely: water supply, wastewater collection and treatment, reuse, and municipal solid waste
- the demand forecast must be disaggregated by customer type and service area, where service area should be defined based on an intelligent geographic disaggregation
- Provide sensitivity analysis, for each service and geographic area, for:
 - The rate of uptake for customers that currently have decentralized supply
 - The relationship between the extent of services demanded and the level and timing of precipitation
 - Price and customers' willingness-to-pay
 - Population growth
 - Income growth
 - Economic growth
- Designed so that additional sensitivity analyses can be easily performed

Financial Model

Financial viability and sources of finance

The Consultant should prepare a financial plan for the project, demonstrating its economic viability. The plan should include:

- Statement of costs



- Required revenue
- Estimated internal rate of return for the project
- An assessment of the value of getting energy from the WTE facility
- One or more options for meeting revenue from user charges
- Any required government payments for services, and
- Sources of finance for capital investment and working capital

The plan should be created using a financial model that is easy to update and also can be used to perform sensitivity analysis. The model may need to be revised during the assignment based on stakeholder feedback on matters such as the financial impact on customers, fiscal implications, and policy preferences for financing sources and ownership of utility. Additional requirements for the financial model that the Consultant should produce are as follows:

- Produce 20-year forecasts of the financial statements (balance sheet, income statement, and cash flow statement) with a recommended structure needed to meet operating requirements, capital improvements, regulatory obligations, and reserve funding levels assuming no additional obligations
- Produce the average cost-recovery tariff per service line with a recommended approach to improve the rate structure as necessary
- Include a dashboard with financial KPIs
- Provide sensitivity analysis for a wide range of revenue and tariff options designed so additional sensitivity analyses can be easily performed.
- Develop a cost allocation methodology which must comply with international accounting standards including International Financial Reporting Standards; The cost allocation methodology ensuring that there is proper association of cost and price for transactions between the regulated utility and related entities (subsidiaries, non-regulated business units and parent entities), or between monopoly and competitive activities;
- Incorporate a water balance (disaggregated at least into; system input volume, billed water consumption, unbilled authorized consumption, physical losses, commercial losses, revenue water, and non-revenue water)

Once the model is established, it shall become the intellectual property of the MPW, and the Consultant shall grant a non-exclusive royalty-free right to use any software or documents required for the operation and update of the financial model.



Business Case Justification

Assess the Extent to Which the Project Achieves Its Objectives

The core purpose of the Business Case is to enable the Government to decide whether to proceed with the project. To do this, the Consultant should assess the extent to which the project achieves its objectives by completing the activities and following the process set out below.

Achievement of service and environmental objectives

The Consultant needs to demonstrate that the project would achieve the agreed service and environmental objectives, for a range of demand and climate scenarios, for the areas covered by the project.

If the Consultant finds the project would not achieve the objectives, the Consultant needs to identify shortfalls and propose, at a concept level, one or more options that would allow the project objectives to be met.

Reasonableness of costs, charges, and fiscal impact

The Consultant shall show the reasonableness of total project costs, user charges, and fiscal implications. The reasonableness of costs should be demonstrated by showing that:

- Other options for achieving the desired performance standards were considered, and the project is likely to be either the lowest cost option or provide the greatest value for money.
- The benefits the project achieves are worth the costs. In the case of environmental and water services benefits, this can be done through a cost-benefit analysis or stakeholder consultation or reference to expert judgment and international best practice.

The reasonableness of user charges may be shown through indications of customers' willingness to pay and international benchmarking of charges for similar services in similar jurisdictions, as well as a reference to international benchmarks of affordability.

The reasonableness of fiscal impact can be assessed by comparing the fiscal impact of the project to the fiscal impact without the project; and considering the project's effects on the Government's budget deficit, total debt stock, and credit rating.

The process steps are expected to be:

- Define user-charges and fiscal impact using a financial plan (as described in 3.5.2)
- Assess fiscal impact, considering: subsidy, government payment for services, government capital contribution, tax receipts, interest or dividends received by the Government, and contingent fiscal risks
- Calculate financial relevant indicators and benchmark these indicators against appropriate comparators



- Discuss the analysis and its implications with MPW, MOF, and other stakeholders.

If the process shows some aspects of the plan are not reasonable, the Consultant shall revise the plan to make it reasonable.

Institutional viability

The Consultant should demonstrate that the institutional option chosen is likely to be successful and likely to sustain the achievement of project objectives be adaptable to changes in demand, and other factors in its operating environment, over time, while preserving accountability for performance, and public trust.

Institutional viability may be demonstrated by reference to risks, best practice institutional design principles, and international best practice. The process steps are expected to be:

- Assess institutional design
- Discuss with stakeholders, including consideration of options
- Revise the institutional options if analysis and consultation show this is warranted.

Legal viability

The Consultant should demonstrate that there are no legal barriers to the project, or if there are legal barriers, determine in consultation with the Bermuda Government's Attorney General Office what would be required to overcome them.

The process will include assessing the legal viability and mechanisms, discussing with stakeholders, and revising the project if analysis and consultation show this is warranted.

Prepare Business Case

The Business Case should show:

- The project will achieve the desired objectives
- The project is financially viable (revenue covers costs)
- That project costs, user charges, and fiscal impact are reasonable
- That the institutional structure is likely to be successful
- That the project has no legal barriers and/or identify any legal mechanisms necessary to implement the project.



The Consultant is expected to produce and present in Bermuda a Draft Business Case, which MPW and other stakeholders will be able to review and comment on. In response to the comments, the Consultant is expected to finalize the Business Case.

Bermuda Government Cabinet Submission

Draft Cabinet Submission

The Cabinet Submission should fulfill the same requirements as the Business Case, in an abbreviated version. It should adhere to requirements of the Government of Bermuda for Cabinet Submissions.

Implementation Plan

Prepare Implementation Plan

The Consultant should produce an Implementation Plan, in the form of a Gantt chart and corresponding write-up, setting out the next steps for the Government. The description should indicate possible risks and how to mitigate them.

The Implementation Plan should set out the actions required, the entity responsible, and indicative timing. Dependencies between tasks, and steps where Cabinet or other approval is needed, should be highlighted.



B. MATERIAL DISCLOSURES

Background

The Ministry of Public Works (MPW) is responsible for managing certain essential services in Bermuda, including public water supply, solid and sludge waste disposal, and public sewerage schemes. The issues the MPW seeks to address through the project, and a description of the project as currently defined are provided below.

Issues

The MPW conceived of the project to address the following issues:

- The Tynes Bay WTE Facility, the only solid waste disposal site on the island, is nearing the end of its useful life and must be rehabilitated within the next 2 to 3 years to continue to provide solid waste disposal services to the island
- Increased frequency and length of droughts have led to water supply shortages for the many Bermudian households that rely on rooftop rainwater collection, which is replaced with trucked water sourced from Government trucking distribution outlets. There is a need in these situations for significant amounts of supplementary water.
- Frequent bathing water quality issues. The Government needs to ensure that bathing water quality meets international standards and provisions are in place to reduce the risk of untreated sewage being released into the coastal environment
- Failing underground water and wastewater infrastructure. A majority of the existing piped infrastructure is aging and deteriorating
- Lack of appropriately applied resources. Institutional responsibilities overlap, with government entities, city councils, quasi-autonomous non-governmental organizations (Quangos), and the private sector all providing services; and

The Government of Bermuda is fiscally challenged, having reached a substantial debt ceiling with little appetite or ability to increase it.

The project and the process followed to date

In 2015, the MPW of Bermuda commissioned a water and wastewater master plan study for St. George's Parish. The plan recommended integrating and extending the existing systems in the parish and creating a utility to run the integrated system.



Since then, the MPW has considered expanding the project concept to include areas outside of St. George's Parish (Devonshire, Hamilton, and Smith's) and the rehabilitation of the Tynes Bay WTE facility. The project, shown in Appendix A, entails:

- Building an infrastructure corridor from the southwest of Devonshire Parish to the east of St. David's Island
- Building a new Waste Water Treatment Plant (WWTP) at Tynes Bay
- Rehabilitating the existing WTE facility to ensure continuity of solid waste disposal services
- Pumping sewage from east to central along the corridor and treating it at the new WWTP
- Re-routing sewers in Mary Victoria, Cedar Park, and the City of Hamilton so sewage is treated at the new WWTP
- Pumping effluent re-use from central to the east for use in St. George's Parish (where there is a dual piped system), and for irrigation and fire suppression
- Adding new water connections along the North Shore and on St. George's and St. David's islands.

By combining the rehabilitation of the WTE facility with the creation of a water and wastewater utility, the project can achieve the following synergies:

- Energy from the WTE facility will power the new WWTP and existing seawater desalination plant and any necessary pumping
- Sludge (biomass) from the new WWTP will be incinerated in the WTE.

Separately, the MPW is assessing the viability of establishing a regulatory body for the sector. That is being addressed through a separate Business Case and is not part of the scope of this assignment.

See Annex C - Development Sketch Plan, Background Questions and Glossary of Stakeholders



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 Demonstration of Expertise and Experience

Proponents must have a minimum of 10 years of experience in providing Master Plan and Financial Planning Studies in relation to Water, Wastewater, and Solid Waste Services for a public sector entity.

Factors to be considered in the evaluation of the proposal submission shall be expertise in:

- Relevant Operation and Financial Planning for public infrastructure systems;
- Environmental studies relating to infrastructure master planning; and
- Engineering and planning expertise relevant to this scope of the project.

The Consultant shall submit with their completed proposal all appropriate documentation to demonstrate the necessary experience and expertise as and this shall include descriptions of relevant and similar past projects, details of their Project Team with resumes of key personnel to be assigned to the project and the names and full details of the experience of any sub-consultants.

Financial Stability

The Proponent shall provide a reference from a bank or other financial institution confirming the Proponent's capacity to provide the necessary financial resources to complete the works in accordance with the contract and schedule.

Certificate of Incorporation

All corporate proponents must include, with their proposal, a copy of the company's certificate of incorporation as evidence of the fact that the company is an existing registered company as at the date of the proposal.



Joint Venture Proposals

A proposal submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- i. The Proposal, and in the case of a successful proponent, the Form of Agreement shall be signed to be legally binding on all partners;
- ii. One of the partners shall be nominated as being in charge, and this authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners;
- iii. The partner in charge shall be authorised to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the Agreement including payment shall be done exclusively with the partner in charge;
- iv. All partners of the joint venture shall be liable, jointly and severally, for the execution of the Agreement in accordance with the Agreement terms and any relevant statement; and
- v. A copy of the Agreement entered into by the joint venture partners shall be submitted with the Proposal.

Method Statement and Timetable for Deliverables

The Proponent must provide a detailed method statement with the applicable timetable for all deliverables.

The Proponent will present their methodology for conducting the project and providing their professional and technical services in a timely, effective, and cost-efficient manner. The methodology shall clearly and concisely demonstrate:

- Understanding of the project requirements;
- Familiarity with the geographic, environmental, regulatory and technological climate of the project;
- Awareness of the trade-offs between optimum techniques available to the bidder to meet the requirements and the Proponent's proposed fiscal, organizational and management regimes in place for the project;
- A proposed work plan; and
- Any additional factors that the Proponent deems appropriate.

The Proposal shall be concise documents detailing the Proponent's understanding of the Client's objectives for the project, as well as the Consultant's role and involvement in the project scope. Proposals will also include a brief explanation of why the Consultant is uniquely qualified for this project.



Consultants shall include their detailed work breakdown of distinct project phases and milestones. The work plan will describe objectives, individual responsibilities, and all proposed deliverables.

Any proposed methodologies shall be consistent with all the BHC's objectives for the project, as well as the Proponent's role and involvement in the Project Scope. The proposed methodology shall also demonstrate how the Proponent proposes to optimize the various imperatives to produce the best value project for the BHC.

Management Plan

The Proponent shall provide a Management Plan to detail how the proposal ensures that the Services to be supplied will be delivered to the BHC in a structured way. The Management Plan will form part of the Agreement if the proposal is accepted.

All proposals shall contain a detailed management plan for the required services and shall detail such items as:

- The Management Structure;
- Contingencies for problem-solving;
- Quality Management System (QMS);
- Financial Control;
- A Business Integrity Management System (BIMS) establishing the Consultant's commitment to integrity by demonstrating that an effective BIMS operates within their firm that supports ethical behaviour at all levels towards the Consultant's stakeholders and includes the implementation of adequate anti-corruption measures. The document "Guidelines for Business Integrity Management in the Consulting Industry" is available through the International Federation of Consulting Engineers (FIDIC) website (www.fidic.org);
- An Environmental Management System (EMS) establishing the Consultant's commitment to the protection of human life and safeguarding the natural environment during the course of its normal activities; and
- Health and Safety Program (HSP).
- Identify possible training/apprenticeships opportunities for Bermudians that would be available through this project

Proponents are encouraged to submit proposals, which are innovative and cost-effective to the BHC.



Corporate Background Information

The Proponent shall include detailed information concerning the organization and structure of their partnership, association of persons, or corporation, including all sub-consultants/contractors.

Proposals shall include:

- detailed definition of the proposed contracting party;
- place of registration and location of the head office;
- the location where the work will be performed;
- names of directors, principals and key staff (consultant's personnel to be named in the proposal shall include key personnel directly responsible for the quality, the deliverables and the management of the project);
- types of products or services offered; and
- The Proponent shall each provide project summaries for at least three (3) projects, of a similar nature to this project one of which must have been for a public body, that was undertaken by the bidder during the last five (5) years and which were carried out by staff assigned to this project. Additionally, the Proponent shall provide project summaries for proposed sub-consultants/subcontractors for at least three (3) projects of a similar nature to the services that the sub-consultants intend to deliver on this project.

Project summaries shall include the following:

- title, location and a brief description of the project;
- services provided by the Proponent as they relate to this project;
- role and responsibility of the Proponent in the project;
- key staff on the project and their roles;
- start and completion dates of the project;
- construction costs and Proponent's total professional fee for the project; and
- Name of client, project contacts, and telephone numbers.

Local Benefits

Each proponent should provide the following in its proposal

- a) Percentage of Bermudians employed by the bidder
- b) Number of Bermudians employed by the bidder



- c) Is the bidder a Specified Business?
- d) Will the bidder use a Specified Business(es) in their supply chain?
- e) Will the bidder use a Specified Business(es) as a subcontractor(s)?
- f) Does the bidder offer evidence of (i) providing mentoring, apprenticeships or training opportunities for Bermudians, or (ii) being willing to offer them?
- g) Does the bidder have (i) a safety and health policy; (ii) a sustainable goods and/or services policy; and (iii) an environmental policy?

See Annex D - Local Benefits

Company Qualifications & Project Team

This shall provide bidder qualifications and experience working on similar projects, as well as background information on the resources proposed to work on the project. In the event of a consortium, the proponent must indicate the lead firm who will be signatory to the consulting agreement. Lead proponent shall indicate all sub consultants clearly and their respective roles in the project.

Proponents must have a minimum of 10 years of experience in providing Utility and Governance Consulting Services along with a minimum of 10 years of Infrastructure Planning and Financial Planning Studies in relation to Water and Wastewater Services for a public sector entity.

The submission shall include an outline of the Project Team with details of the Team Manager and Key Project Team Leads.

See Annex E - Company Qualifications & Project Team

Submission Form (Appendix B)

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

Pricing (Appendix C)

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

Site Inspection and Bid Information

Proponents shall be deemed to have satisfied themselves as to the form and nature of the Services to be provided and materials necessary for the completion of the Service, and in general to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or affect his proposal.



Proponents shall make their own assessment of existing facilities, conditions and difficulties which will attend the execution of the Service called for by the proposed Agreement; including local conditions, and all other reasonable contingencies.

Proponents are encouraged to visit to better evaluate the Scope of Services and the conditions for future visits prior to the submission of proposals.

Proponents are encouraged to forward, in writing electronic mail any clarifications or questions that they would like to discuss prior to the proposal submission date.

Queries and their answers will be recorded by the BHC and will be available at government procurement notices webpage with the related solicitation documents. All relevant responses will be issued in written form without revealing the source of the query. The Proponents shall make and will be deemed to have made the fullest inquiries in Bermuda as to the availability of skilled and unskilled labour which he may require in the execution of the Agreement and shall employ, to the extent practicable and reasonable, staff and labour from sources within Bermuda.

No after claim will be allowed or considered for any work that may be required for the proper execution and completion of the Agreement, due to failure by the bidder to examine the site and make proper allowances for the conditions to be encountered.



D. MANDATORY TECHNICAL REQUIREMENTS

Executive Summary of Proposal Offering

An overview of the proposal is required indicating the key differentiators of the proponents service offering and general approach to projects of this type.

E. PRE-CONDITIONS OF AWARD

Proof of Insurance

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 in the proposed Form of Agreement.

Safety and Health

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

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



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.

Proponents who are shortlisted may be invited to present oral presentations for the purpose of introducing key members of the project team and allowing the BHC to fully understand the prospective Proponent’s ability to meet the evaluation criteria and deliverables. Oral presentations will not be scored separately. Instead, the BHC may modify scores and resulting rankings based on the oral presentation of those prospective proponents.

#	Category	Weighting (%)	Threshold
1	Pricing	30	N/A
2	Technical Knowledge , Experience	15	N/A
3	Project Approach, Methodology and Schedule	15	N/A
4	Post Submission Interview	10	N/A
5	Social, Economic and Environmental	30	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Technical Knowledge , Experience

See Annex F - Experience, Qualifications and Interview

3. Project Approach, Methodology and Schedule

The following will be considered when each proposal is evaluated:

A demonstrated Project Communication Plan that outlines the plan for effective communication during the project including but not limited to stakeholder engagement. {/5}

A clear Project Understanding including an overview of key elements and objectives of the project. {/5}



A description of the proposed Approach/Methodology which will be used to complete the deliverables as listed. {/5}

A Detailed Task Based Workplan which outlines the tasks required for the delivery, in order, to achieve the deliverables as listed. {/5}

A detailed Project Schedule in Gantt chart format which outlines the tasks and time requirements.

4. Social, Economic and Environmental

The local benefit considerations will be given to each of the following factors when proposals are evaluated:

Bermudian Owned business: {/5}

Number of Bermudians employed by the proponent; {/5}

Engagement of Bermudian employee (%) during the project; {/5}

Does the proponent offer evidence of (i) providing mentoring, apprenticeships or training opportunities for Bermudians, or (ii) being willing to offer them {/5} Use of specified businesses in the proponent's supply chain; {/5}

Use of specified business in as subcontractors and include Specified Business in supply chain; {/5}

Safety and Health; Environmental; and Sustainable goods & Service Policies (each proponent to provide a copies) {/5}

5. Post Submission Interview

Presentation and Interview

Prior to making a final selection, the BHC will invite proponents meeting the minimum threshold evaluation scoring to provide a presentation and interview. The decision will be based on the quality and quantity of responses received. These presentations and interviews will be conducted at no expense to the BHC. The interview will be 1 hour in length including questions and answers. The interview can be facilitated in person, by phone or through web-based video conference platforms. In-person presentations will take place as directed by the BHC on a yet to be determined date at no expense to the BHC.

As part of the selection process, the BHC reserves the right to interview, either in person, via phone or through web-based video conference platforms, all candidates for project personnel that is proposed to perform the work defined within this RFP. The BHC may also request a change to proponent personnel after a proponent has been selected if upon project efforts the BHC deems the relationship to not be acceptable. Replacement personnel will be subject to additional interviewing and approval by the BHC at no additional cost to the BHC.

The interview will be evaluated on the basis of the non-price rated criteria as follows:



Demonstrated knowledge and presentation of the key elements of the project and proposed methodology. {/5}

Ability to communicate and answer all questions and clarifications. {/5}



APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the proponents

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

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

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

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

Confirmation of non-collusion

I/We certify that this is a bona fide proposal, intended to be competitive and that I/We have not fixed or adjusted the amount of the proposal or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that we have not received any information, other than that contained within the RFP pack, or supplementary information provided to all proponents.

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

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

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

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 _____



AGREEMENT

This Agreement dated this day of: _____

Between [Name of Client]: The Government of Bermuda as represented by the Bermuda Housing Corporation

Of [Address of Client]: Bermuda Housing Corporation
 IAS Park Building (east entrance)
 44 Church Street (Ground Floor)
 Hamilton, HM 12
 Bermuda
 Email: water@gov.bm

(hereinafter called “the Client”) of the one part

and _____

of _____

(hereinafter called “the Consultant”) of the other part

WHEREAS, the Client desires that certain Services should be performed by the Consultant, namely

Develop a Business Case for a New Water, Wastewater and Resource Recovery Utility

and has accepted a proposal by the Consultant for the performance of such Services.

THE CLIENT AND THE CONSULTANT AGREE AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in Clause 1.1 of the General Conditions.
- 2 The following documents shall be deemed to form and be read and construed as part of the Agreement, namely:
 - (a) any letter of offer by the Consultant;
 - (b) any letter of acceptance by the Client;
 - (c) this Client/Consultant Model Services Agreement;
 - (d) the defined Deliverables of the RFP Particulars
 - (e) Response Submission Forms
 - (f) Price Submission
 - (g) Non-Collusion Certificate
- 3 In consideration of the payments to be made by the Client to the Consultant under this Agreement, the Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year stated above in accordance with their respective laws.

AUTHORISED SIGNATURE(S) OF CLIENT

Signature: _____

In the presence of:

Name: _____

Signature: _____

Address: Bermuda Housing Corporation
IAS Park Building (east entrance)
44 Church Street (Ground Floor)
Hamilton, HM 12
Bermuda

AUTHORISED SIGNATURE(S) OF CONSULTANT

Name: _____

Signature: _____

In the presence of:

Name: _____

Signature: _____

Address: _____



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).

The General Conditions of Contract are amended by the particular conditions of Contract.



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 "Project" means Develop a Business Case for a new Water, Wastewater and Resources Recovery Utility

1.2

Interpretation

1.2.3 Clause 1.2.3 is deleted in its entirety and replaced with the following:

If there is a conflict between provisions of the Agreement Documents, the following shall apply:

- 1) Agreement
- 2) Letter of Acceptance
- 3) Client's Request for Proposal
- 4) Addenda
- 5) Particular Conditions
- 6) General Conditions
- 7) Post Proposal Submission Date Communications
- 8) Proponent's Proposal



1.4

Law and Language

1.4.1 Language of the Agreement: English

Ruling language: English

Law to which Agreement is subject: Law of Bermuda

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.

1.8

Notices

Delete from the end of the last sentence: “or by telex subsequently confirmed by letter”

1.8.1 Delete from the end of the last sentence: “or by telex subsequently confirmed by letter”

Add

(i) Client’s address:

Bermuda Housing Corporation
IAS Park Building (east entrance)
44 Church Street (Ground Floor)
Hamilton, HM 12
Bermuda
Email: water@gov.bm
Contact Name: J Tarik Christopher
Phone: (441) 295- 5151
E-mail: tjchristopher@gov.bm

(ii) Proponent’s address:

Contact Name: _____
Phone: _____
E-mail: _____



1.9

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

The Proponent 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

2.7

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:

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

3.6

Representatives

3.6.1 Consultant’s Representative:

The Consultant’s Representative shall be approved by the Client in writing



4.0

Commencement, Completion, Variation & Termination

4.2

**Commencement and
Completion**

4.2.1 Add the following:

Commencement Date: _____

Completion Date: _____

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.



5.2

Time and Payment 5.2.1 This clause is deleted in its entirety and replaced with the following clause;

The amount due to the Consultant shall be paid by the Client to the Consultant within 30 days of receipt of the request for payment.

5.3

Currencies of Payment 5.3.1 Add the following:

Currency of Agreement to be proposed by Consultant

5.4

Third Party Charges on Consultant 5.4.1 This clause is deleted in its entirety and replaced with the following clause;

The Consultant shall be required to pay Bermuda Taxes on all Equipment (except as described in the Fifth Schedule, Section 2 of the Bermuda Customs Tariff) materials and other things of whatsoever nature brought into Bermuda for the purposes of the Agreement.

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 ...”



6.0

Liabilities

6.1

Liabilities and Compensation between parties

Add the following clause;

- 6.1.4 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 Agreement or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

6.2

Duration of Liability

Add the following;

- 6.2.2 Consultant's Professional Liability Insurance;
7 years reckoned from: Receipt of Final Report.

6.3

Limit of Compensation

Add the following;

- 6.3.4 Consultant's Professional Liability;
One Million Bermuda Dollars (US\$1,000,000)

6.6

Indemnity

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

- 6.4.1 The Consultant shall be liable for and shall indemnify the Client against any expense, liability, loss, claim or proceedings in respect of any loss of or injury or damage to any property, real or personal insofar as such loss injury or damage arises out of or in the course of or by reason of the negligent performance of the Services hereunder and to the extent that the same is due to any negligent breach of legal duty, omission or default of the Consultant, his employees or agents or of any person employed or engaged by the Consultant upon or in connection with the performance of the said Services or any part thereof by his employees or agents.



- 6.4.2 The Consultant warrants that they have fully satisfied themselves as to the scope and nature of the Services and of the obligations under this Agreement.
- 6.4.3 Without prejudice to the previous Clause, the Consultant shall at all times during the project maintain in force such policies of insurance with reputable insurers or underwriters approved by the Client and shall fully insure and indemnify the Client against all insurable liabilities which may be incurred under the said previous clause.

7.0

Insurance

7.1

Insurance for Liability and Indemnity

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

7.1.1 The Consultant shall provide the following insurances;

- (i) Professional Liability Insurance.
- (ii) Public / Third Party Insurance to the value of:

One Million Bermuda Dollars (US\$1,000,000)

The Public / Third Party insurance policy shall include a cross liability clause such that the insurance shall apply to the Consultant and to the Client as separate insured.

7.1.2 The Consultant shall provide evidence to the Client prior to the commencement of the Services that the insurances required under the Agreement have been affected and shall provide copies of the broker's certificates to the Client within 28 days of the Commencement Date.

7.1.3 The Consultant shall ensure that coverage provided by all insurances required under the Agreement will not be changed or amended in any way nor cancelled by the Consultant until sixty (60) days after written notice of such change or cancellations has been personally delivered to the Client.



8.0 Disputes and Arbitration

8.3

Arbitration

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

8.3.2 Rules for Arbitration:

To be held in Bermuda as per the requirements of the Bermuda International Arbitration and Conciliation Act 1993.

8.3.3 No person shall be appointed to act as an arbitrator who is in any way interested, financially or otherwise, in the conduct of the Services on the Project or in the business or other affairs of either the Client or the Consultant.



B. Additional Clauses to be added to the GENERAL CONDITIONS

9.0

Strikes and Lockouts

The Consultant shall forthwith notify the Client of the commencing of any strike or lock-out and the Client on account of any delay caused thereby may grant such extension of time as he considers reasonable without prejudice to the right of the Client to exercise after the expiration of such reasonable extension of time the rights and powers under these Conditions in case of default by the Consultant.

10.0

Law, Regulations and orders

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.

11.0

Arithmetical Accuracy of Proposal

The Client accepts no responsibility for the arithmetical or other accuracy of the Consultant's Proposal. Should it transpire after the Agreement has been executed that there are arithmetical mistakes in the accepted Proposal which would have increased or decreased the total amount of the Proposal had such mistakes not been made, the items affected will be paid for in accordance with the actual measurements of Services performed and with the unit prices inserted against the said items.

12.0

Continuity of Supply and Connections to Existing Work

The Consultant shall carry out the Services so that there is the minimum of interruption to the supply of water, telephone, electricity and other services through existing mains and services. Services involving interference with existing works of any kind shall only be carried out with the permission of and during such times and in such a manner as are agreed in writing by the Client or competent Authority.



13.0

Consultants Offices, Yards, Stores, Etc.

The Consultant shall make his own arrangements for all local accommodation he may require for offices, yards, stores, labour, etc., all buildings and all services in connection therewith which are required for the efficient execution of the Services. The Consultant shall pay proper regard to the prevention of obstruction and the avoidance of nuisance to the public and to residents.

14.0

Approval by Other Authorities

(i) 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

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

15.0

Patents

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.

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.

16.0

Inspection

The Client, or persons authorised 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.



17.0

Confidential Data

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.

18.0

Debt Recovery

The Employer shall be entitled upon a certificate in writing of the Engineer to deduct the amounts so certified from any monies or otherwise due to the Consultant under this or any other Agreement or to recover the said amounts as a debt due or partly the one and partly the other as the Employer shall deem advisable.

19.0

Taxation

The Consultant shall be required to pay Bermudian Taxes on all Consultant's Equipment (except as described in the Fifth Schedule, Section 2 of the Bermuda Customs Tariff) materials and other things of whatsoever nature brought into Bermuda for the purpose of Agreement.

20.0

Bribery

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 Employer 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 Agreement with the Employer shall in addition to any criminal liability which may be thereby incurred subject the Consultant to the cancellation of this and of all other Agreements which he may have entered into with the Employer and also to the payment of any loss or damage resulting from such cancellation.

21.0

Construction of contract

The Agreement 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.



22.0

Members and Staff of Employer and Engineer not Personally Liable

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

23.0

Rights and Remedies Not Waived

In no event shall the making by the Employer of any payment to the Consultant constitute or be construed as a waiver by the Employer of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Employer while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Employer in respect of such breach or default.

ANNEX B – PRICING

1. Instructions on How to Provide Pricing

Proponents should provide the information requested under the Price Breakdown 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.

Proponent to specify the currency of funds required, which shall be all inclusive of Bermuda applicable duties and taxes.

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 20 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:

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

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

The Ministry 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.

Arithmetical errors will be rectified on the following basis:

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 Bidder 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;

Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and

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.

Price Breakdown

(Note: all sheets form part of the tender)

Having examined the Proposal Documents, the completed Price Breakdown Schedule details the costs to complete the stated works described in the accompanying Required Deliverables in accordance with the terms and conditions outlined in the draft contract, scope of services and other related documents for the sum(s) detailed in the following:

Required Deliverables

ITEM	AREA	Duration Weeks	TOTAL
1.	Preliminary Report		
2.	Demand Forecast		
3.	Financial Model		
4.	Business Case Development		
5.	Production of Cabinet Submission		
6.	Implementation Action Plan		
7.	Proponent specified items: Any elements of work or expenditure not covered elsewhere in the Bid Price Analysis and are necessary in the execution of this work. Proponent to itemise:		
TOTAL LUMP SUM			
Total in words.....			
.....			
Number of sheets, appended by the bidder to this Form (If nil, enter NIL).			
SIGNED ON BEHALF OF PROPOSER:			

Staffing and Mark-Up Rates

(Note: all sheets form part of the tender)

Staffing Rates for Developing Business Case

ITEM	DESCRIPTION	QUANTITY	RATE
1.	Project Director	Hourly Rate	
2.	Senior Team Members	Hourly Rate	
3.	Professional Engineer	Hourly Rate	
4.	Junior Engineer	Hourly Rate	
5.	Engineering Designer (EIT)	Hourly Rate	
6.	Draughtsman/Technologist	Hourly Rate	
7.	Financial and Economic Analyst	Hourly Rate	
8.	Communications Specialist	Hourly Rate	
9.	Proponent specified items: Additional Day Work Rates for Labour, Materials or Equipment necessary for the execution of this work.		

Mark-Up Rates for Developing Business Case

ITEM	DESCRIPTION	RATE (%)
1.	Overhead and Mark-Up (own work)	
2.	Mark-Up (Sub-Consulted staffing and materials)	

Note:

1. 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.

Having examined the Request for Proposal consisting of the Instructions to Bidders and Appendices, the Information to Consultants and Addenda Nos. _____ for the execution of the said Services, we the undersigned offer to undertake and complete the whole of the said Services in accordance with the Conditions of Agreement, the Request for Proposal documents and Addenda for an amount payable under this Agreement including expenses that shall not exceed the sum of:

(Currency.....)\$ _____
_____ (words)

(Currency.....)\$ _____ (numbers)

without the prior written authorization of the Government.

The Proponent is encouraged to provide a list of sub categories for any Payment Item listed in the above price breakdown.

Signature: _____

Name: _____

Date: _____

In the capacity of _____

Duly authorized to sign proposals for and on behalf of:

(Company Name)

Witness :

Signature: _____

Name: _____

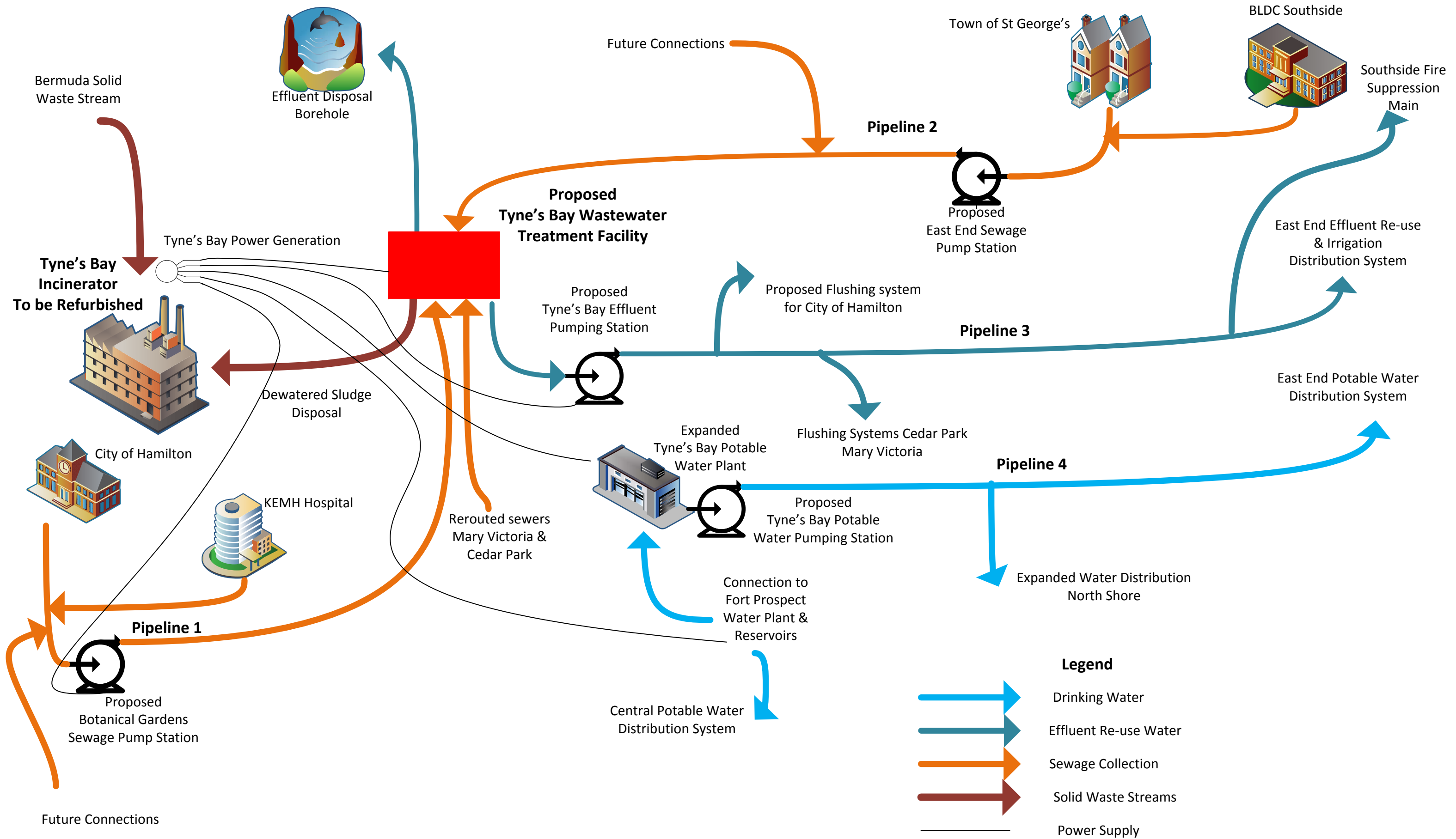
Date: _____

Position: _____

Duly authorized to witness proposals for and on behalf of:

(Company Name)

ANNEX C - DEVELOPMENT SKETCH PLAN



ANNEX D - 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 <small>(e.g. June 2012 – January 2015)</small>	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.:	

ANNEX E - 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.

ANNEX F – GLOSSARY & STAKEHOLDERS

List of Stakeholders

BELCO	Bermuda Electric Light Company
BLDC	Bermuda Land Development Company
BWW	Bermuda Waterworks
COH	City of Hamilton
COSG	Town Corporation of St. George's
MOE	Ministry of Environment
MOF	Ministry of Finance
MPW	Ministry of Public Works
WEDCO	West End Development Corporation

List of Abbreviations

BIMS	Business Integrity Management System
EMS	Environmental Management System
FIDIC	International Federation of Consulting Engineers
GIS	Geographic Information System
HSP	Health and Safety Program
KPI	Key Performance Indicator
NEC	The New Engineering Contract (Institution of Civil Engineers)
QMS	Quality Management System
WTE	Waste to Energy Plant
WWTP	Wastewater Treatment Plant

ANNEX G – BACKGROUND QUESTIONS

The Government of Bermuda, through the Ministry of Public Works (MPW), would like to commission a Business Case for the creation of a water wastewater and waste recovery utility for the island. Stakeholder consultations, in the form of “world café” style town hall meetings, will be necessary before and after the Business Case is prepared.

To help prepare for the consultations, the list below includes typical questions stakeholders will ask about other options considered with answers.

Has the MPW considered the following?

- Expediting the WTE rehabilitation, meaning starting that now while the water and wastewater plan is being assessed
 - **This is already taking place as much as budget will allow. The problem is the government does not have the capital to execute the project (budget Ceiling).**
- Building a new WTE plant in a separate location, instead of rehabilitating the existing plant
 - **The civil works for the plant are viable for another 25+ years. After that time a total new plant would be considered. A new plant would face the additional environmental/planning challenges of NIMBY and lead to great uncertainty contract wise.**
- Establishing a government-run or regulated tanker system for replenishing cisterns (as an alternative to a piped water supply)
 - **There is already a Cadre of Water tankers that attempt to replenish cisterns. The service is not consistent and fair to persons owning homes in remote locations. This is not an efficient way to service the entire island but there will be a market for this services over the next decade or so while distribution systems are be expanded. There will likely still be locations on island that will never be services by piped supply and hence water tankers operated by the utility may be part of the final solution.**
- Implementing the project without Corporation of Hamilton
 - **The coastal pollution caused by the outfall of the COH would not be addressed.**
 - **The economies of scale that make the overall project more attractive would also not be attained**
 - **The regulatory body would not allow COH to use funds gained form rates for Sewage disposal to be used to subsidize other activities**

- Compressing the garbage and then barging or container shipping it to mainland North America or elsewhere for disposal, either as a permanent solution or as a contingency plan while the WTE plant is refurbished (instead of bailing)
 - **Any garbage that is to be transported would need to be baled so this cost cannot be avoided in either case. The shipping of garbage internationally poses significant environmental and international perception risks. This was once tried between states in the US with disastrous results.**
 - <https://projects.newsday.com/long-island/long-island-garbage-barge-left-islip-30-years-ago/>
- Anaerobic digestion with use of methane gas for energy
 - **In both cases for either refuse or the sewage, there would be significantly more expertise required to manage such a plant and it is not clear or proven that there would be the benefits from creating a biomass rather than burning in WTE.**
- Composting of sludge
 - **With the wastewater treatment plant located next door to the WTE plant, it would make more sense to recover it for energy. Additionally the composting facility (using wind rows) is not well equipped for continuous input, has reached its useful life and is unsustainable moving forward due to space and residential community surrounding the existing location.**
- Establishing a regulatory body only, but not creating a utility
 - **These are two separate but related activities. The existence of one enhances the operation of the other. Just establishing the regulatory body would not achieve/ address the primary aim of raising the means of capital for WTE plant retrofit**