



GOVERNMENT OF BERMUDA

Ministry of Public Works

Bermuda Housing Corporation

Request for Proposals

Establishment of Water and Wastewater Regulatory
Structure
And Associated Regulations and Standards

Issued Date: 27th July 2020

Submission Deadline: FRIDAY 28th AUGUST, 2020 4:00PM



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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) Ministry of Public Works (MPW) through the Bermuda Housing Corporation (hereafter known as “BHC”) to prospective proponents to submit proposals for **Establishment of Water and Wastewater Regulatory Structure and Associated Regulations and Standards** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda, through the Bermuda Housing Corporation, is soliciting proposals from qualified proponents to provide consulting services for the establishment of a regulatory framework, governance structure and appropriate standards and legislation for water and wastewater services across the Islands of Bermuda.

The scope under this assignment will cover the areas of water services including potable water, grey water, well water and reclaimed water as well as areas of wastewater services including sewage, septage, industrial liquid waste and liquid sludge.

The approach to this assignment must recognize and respect the unique aspects of the current state of the provision of water and wastewater services on the island, the broad stakeholder demographic and their respective mandates and the existing government agencies and regulatory environment.

The objectives of this assignment are to:

- establish a new comprehensive governance structure and regulatory framework,
- provide clear drafting instructions and supporting documentation to develop legislation, standards and independent governance structure for water and wastewater services.

To achieve these objectives, comprehensive consulting services are required to validate the guiding principles, develop a comprehensive stakeholder engagement strategy, develop the foundational water and wastewater regulatory authority structure, provide supporting documentation to establish laws and minimum standards, and to develop an implementation plan that will achieve the required milestones to put all governance and laws into effect.

1.2 Bermuda Housing Corporation (BHC)

The BHC is responsible for providing the funding for this proposal alone, BHC shall not be party to the Establishment of Water and Wastewater Regulatory Structure and Associated Regulations and Standards



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. All contact with the contact person shall be carried out by email. 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-notices>. Proponents should visit the Government 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 18 months, 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 12 months.

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

1.5 RFP Timetable

Issue Date of RFP	Monday 27 th July, 2020
No Pre-Bid / Site Meeting	
Deadline for Questions	Friday 14 th August, 2020 4:00pm
Deadline for Issuing Addenda	Friday 21 st August, 2020 4:00pm
Submission Deadline	FRIDAY 28TH AUGUST, 2020 4:00PM
Rectification Period	3 business days
Anticipated Ranking of Proponents	Monday 31 st August, 2020
Contract Negotiation Period	21 Calendar Days
Anticipated Execution of Agreement	Monday 28 th September, 2020

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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: regulatoryrfp@bhc.bm

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 28th August, 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 MS Word and/or 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 Microsoft Word or 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 of Bermuda ("Government") under this solicitation document is subject to the Public Access to Information Act 2010 ("Act"). The information belongs to a class of information that might be made available to the general public 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

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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.

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 Government 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 Bermuda Government COVID19 Regulations

The Proponent is to base the submission on the Bermuda Government COVID19 regulations prevailing at the time of submission

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 Government, 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

Proponents must not engage in any collusion and must sign the certificate as set out in the Certificate of Confirmation of Non-Collusion (Appendix E).

3.5 Confidential Information

3.5.1 Confidential Information of the Government and BHC

All information provided by or obtained from the Government and 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 Government and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the 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

See Annex A for 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.
6. Where the Proponent is not domiciled in Bermuda the Social Insurance and Tax Numbers are not required. If the Proponent is to use sub consultants the attached Annex F must be completed and submitted for each sub consultant as part of the proposal. Where a sub consultant is based in Bermuda the Social Insurance and Tax Numbers are required.



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 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,

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.
 - (iv)

3. Required Pricing Information

See Annex B - Pricing



APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Background Information Review

It is expected that the successful proponent will complete a full background review of all available and relevant information pertinent to this assignment.

As discussed further under this section, Government and external stakeholders are essential to the successful completion of this project. There is significant amount of existing information available to the successful proponent that will require consolidation and determination of validity and application to this project. The background information from Government documentation as well as private systems should be reviewed. The section on Material Disclosures provides information regarding access to publicly available documentation at this time.

On this basis, the background information review should include, but not be limited to:

- Understanding and characterizing the range of water users and water systems across the island
- Understanding and characterizing the range of wastewater systems and wastewater discharges across the island
- Documenting current regulations and standards across relevant government departments
- Documenting current agreements with respect to water and wastewater services
- Documenting current rates and charges across the island
- Consolidating all available current standards

Industry Benchmarking

Reference to approaches taken across the industry and other governments will be valuable in determining and successfully implementing the governance structure and regulations. It is anticipated that industry benchmarking of North America, Europe and the Caribbean Islands will provide relevant examples. In addition, recent undertakings related to the Energy Utility for the Government of Bermuda should be referenced.

The industry benchmarking should cover as a minimum recent and relevant examples of water wastewater authorities, regulations and legislation, system standards, and governance structures.



Determine Water and Wastewater Guiding Principles

Through the work completed to date under related studies, the Government has established a preliminary list of key principles intended to guide the development of the Water and Wastewater Regulatory Structure and the Water and Wastewater Regulations and Standards.

The following principles should be reviewed, updated and receive consensus from the stakeholder group at the outset of the project:

- Bermuda's natural environment and people are our most important assets.
- Ensuring the uniform quantity, quality and availability, "level of service", for water and wastewater services island-wide at a tolerable cost.
- Develop and maintain the public trust through continuous and transparent stakeholder communication.
- Promote an independent regulatory environment and governance structure with clear roles and responsibilities and the authority to act in the public interest.
- Promoting consistency, mandatory minimums and standards for the manner in which water and wastewater infrastructure is financed, designed, constructed, operated and maintained throughout its serviceable life.
- Promote consistent and mandatory minimums for the skills, capacities, resourcing and knowledge required for operators, maintainers and regulators of water and wastewater systems.
- Protect the natural environment and existing potable water sources through the enhancement of wastewater collection and disposal and regulation of water extraction.
- Providing mechanisms and tools to ensure that new and existing water and wastewater infrastructure is adequately funded and maintained in a state of good repair throughout its lifecycle.
- The understanding that Bermuda will require increasingly durable water and wastewater service delivery and infrastructure in view of climate change.
- The regulatory framework and governance structure should embrace a continuous improvement approach to the management of water resources by encouraging technological innovation, continuous learning, training and staff development.

It is envisioned that the scope of these guiding principles is considered to include all users, owners, operators and maintainers of water and wastewater systems.



Establish Bermuda Water and Wastewater Regulation Authority Structure

The long-term goal for Bermuda is to establish a new Water and Wastewater Regulation Authority Structure and associated governance structure, as recommended in the preceding studies.

In order to effectively establish the Water and Wastewater Regulations and Standards, additional context, vision and clear definition with respect to the governance structure under which the laws and standards will be enforced is required.

Bermuda government currently has a Regulatory Authority and an Environmental Authority in place. However, these bodies do not currently regulate the organisations that produce potable water. The Environmental Authority currently regulates wastewater treatment systems. Under this task, the background information review, industry benchmarking and water and wastewater principles should be leveraged to provide recommendations for the governance structure. The existing Regulatory Authority and Environmental Authority as well as several other governance structures and models should be considered and evaluated.

Additional detail should be reviewed and recommended with respect to the Water and Wastewater Regulation Authority Structure including:

- Mandate
- Representation
- Roles and Responsibilities
- Licensing
- Enforcement

It is anticipated that the governance structure and ultimately the Water and Wastewater Regulation Authority Structure will require phasing of implementation and some time to be in effect. With this schedule in mind, it should be reviewed whether the development of the Water and Wastewater Regulations and Standards can be put into effect within a quicker timeline and be utilized with the current state of the water and wastewater systems, owners and operators prior to the full governance structure in place.

Establish Water Regulations & Standards

The Water and Wastewater Regulation will be the foundational law that guides water supply and treatment, water distribution, water operations and maintenance as well as wastewater collection and wastewater treatment for all systems across the Island of Bermuda.

The Water and Wastewater Regulations will build on the background, benchmarking and guiding principles tasks of this project and will not duplicate activities subject to Bermuda's existing legislation and regulations.

The Water and Wastewater Regulations will be provided in the form of drafting instructions.



The drafting instructions for the Water and Wastewater Regulation should clearly detail expectations of utilities and service providers regarding water and wastewater services. It will also clearly detail as a minimum:

- The limits and application of the law including:
 - Private systems
 - Public systems
 - Bulk/sales
 - Water supply, storage, and distribution
 - Water supply sources including ocean, brackish, and built/natural catchments
 - Water treatment
 - Wastewater collection and pumping
 - Wastewater treatment
- Licensing
- Permitting
- Level of service
- Water supply requirements
- Water pollution control
- Construction
- Operations and maintenance
- Charges and Rates

Drafting instructions are a process of communication and documentation providing clarity to both the Cabinet and the government's legal drafter to put the policy and recommendations into legislative form.



Based on the information and recommendations developed through this assignment, it is anticipated that the drafting instructions will address, as a minimum:

- Background
 1. identifying the problem and opportunity being addressed
 2. review existing legislation and regulations and identify those activities relevant to the project that are already subject to Bermuda's legislation and regulations.
- Objective – identifying how the proposed legislation will address the problem and opportunity
- Rationale – identifying why this solution, structure and approach is being chosen
- Specifics – demonstrating how the proposed legislation is intended to work and address the detailed expectations noted above.

The drafting instructions should be written in clear, straightforward language and address the information described above. The instructions may be provided in point form or as plain prose with topic headings. Flow charts, diagrams and tables are acceptable to support the instructions.

Instructions in the form of draft legislation will be considered, however noting that the government's legal drafters will be ultimately responsible for the final legislation. Any instructions in the form of draft legislation must be fully annotated and structured in a consistent format of Bermuda legislation.

Any instructions in the form of draft legislation must meet the following requirements of Parliamentary Counsel in the Attorney-General's Chambers:

1. Detailed policy by way of drafting instructions (template can be provided);
2. Explanatory note to indicate how each provision in the illustrative draft legislation is intended to give effect to the Ministry's policy;
3. A memorandum setting out the constitutional and other legal issues as regards Bermuda that were considered during the drafting process, and any other supporting documents/cases that were relied on in formulating the illustrative draft legislation. Kindly provide a copy of all relevant case law;
4. A table of derivations (template can be provided) to show, provision by provision, which laws from other jurisdictions were used as a model for the draft legislation, and a note specifying the jurisdiction(s) selected as a precedent and the rationale behind selecting the jurisdiction(s), as we will need to follow the development of any jurisprudence for the model and case law. Kindly provide a copy of relevant legislation and case law;
5. Confirmation whether the jurisdiction(s) selected as a precedent has a written constitution, Bill of Rights or similar document. Kindly provide a copy or a link;



6. Kindly provide a copy of all comments received during the consultation process and a note explaining how the comments have been taken into account, or reasons for not doing so;
7. Copies of all previous legal advice given in relation to the legislative project.

Development of Water Quality Standards

In support of the Water and Wastewater Regulation Drafting Instructions, the foundation Water Quality Standards will be developed under this assignment. These standards will provide clear expectations regarding all relevant parameters of water quality with the goal of human and environmental protection.

It is recommended that the Water Quality Standards establish the following criteria as a minimum:

- Health parameters
- Aesthetic parameters
- Sampling Requirements
- Roles and Responsibilities of all affected parties
- Monitoring
- Enforcement
- Application to the range of systems across the Island of Bermuda including private systems, bulk/sales, supply/treatment, storage, distribution, and pumping

Development of Wastewater Effluent Quality Standards

In support of the Water and Wastewater Regulation Drafting Instructions, the foundation Wastewater Effluent Quality Standards will be developed under this assignment. These standards will provide clear expectations regarding all relevant parameters of wastewater quality for discharges to the natural environment with the goal of human and environmental protection.

It is recommended that the Wastewater Effluent Quality Standards establish the following criteria as a minimum:

- Bacteria loading
- Fats oils and grease
- BOD
- TSS
- Phosphorus
- Residual Chlorine
- Ammonia
- Nitrates
- Sampling
- Roles and Responsibilities of all affected parties
- Monitoring
- Enforcement



- Application to the range of systems across the Island of Bermuda including private systems, receiving stations, treatment, collection, and pumping.

Implementation Plan

The Implementation Plan is a critical deliverable that will clearly provide the Bermuda project team with a step by step approach to formalize and put into effect the deliverables of this project as well as the framework and next steps to establish the full Water and Wastewater governance structure and Water and Wastewater Regulation Authority Structure.

The Implementation Plan should identify:

- Timelines
- Costs
- Resource Requirements

The proponent should produce an Implementation Plan, in the form of a Gantt chart and corresponding document, 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.

Areas for consideration as part of the Implementation Plan include:

- The overall vision for governance and authority of water and wastewater systems across the Island of Bermuda
- Documentation of the key steps required to establish the Water and Wastewater Regulation Authority Structure and governance structure, as developed through this project, including roles and responsibilities
- Additional future regulations and legislation requirements
- Licensing, permitting, monitoring, and enforcement requirements including roles and responsibilities
- Demonstration of the evaluation process for determining the optimal strategy and governance structure
- Overview of the impact to existing and future systems and stakeholders including, but not limited to:
 - i Existing homeowners
 - ii Existing owner/operators
 - iii Truckers
 - iv Tourism (including cruise ships)
 - v Ministry of Public Works systems



Undertake Stakeholder Engagement & Communication

Given the importance of the successful long term governance of water supply and wastewater collection and treatment, the MPW has been consulting with stakeholders on other related projects as well as through the development of this project.

Consultations are required to continue through this project and ultimately the implementation of the Water and Wastewater Regulatory Structure and the associated Water and Wastewater Regulations and Standards. It is essential that stakeholders' concerns are analyzed and addressed. Ultimately, stakeholder support for the regulations and transition to the new authority will be required. A full register of comments, feedback and dissenting views on the project should be developed with explanation on how they were considered.

The consultant is expected to advise the Government on how to communicate the project to other stakeholders as well as to the public. This should include: preparing a stakeholder and public communication plan, helping Government implement the plan, and leading at least two stakeholder workshops and two town hall meetings for the public.

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

The identified stakeholder list is as follows:

Department of Works and Engineering	Rocon Services (Bermuda) Limited	Bermuda Land Development Company Limited
Department of Environment and Natural Resources	Corporation of Hamilton	Corporation of St. George's
Department of Energy	Bermuda Water Works Limited	Bermuda Tourism Authority
Department of Health	Bermuda Water Truckers Association	Attorney General Chambers
Department of Public Lands and Buildings	Septage Haulers	Consumer affairs
Department of Communication and Information	Hotel Association	West End Development Company
Department of Policy and Strategy	Bermuda Hospitals Board	Environmental Authority
Department of Planning	Bermuda Regulatory Authority	



Draft Cabinet Submission to Inform on Project Conclusions

The proponent is expected to draft the Bermuda Government Cabinet Submission and coordinate with the Bermuda project team. The Cabinet Submission should fulfill the same requirements of the deliverables of this project, in an abbreviated version, and provide clear documentation on the recommendations of the water and wastewater regulatory structure and associated regulations and standards. It should adhere to requirements of the Government of Bermuda for Cabinet Submissions.

Allowance for Project Management and Meetings

The minimum requirement for Project Meetings shall be:

1. Monthly Project Coordination Meetings will be required to confirm progress, status of deliverables, and any future coordination requirements. The meetings can be facilitated through phone and web-based platforms.
2. Two (2) Stakeholder Workshops and two (2) Town Hall Public Meetings should be scheduled as part of the Stakeholder and Public Communication process.
3. Deliverable Review Meetings should be scheduled to support key submissions and facilitate deliverable review by the project team.
4. The Proponent shall include for all costs for securing conference room space, materials, and equipment for any meetings. The pricing schedule invites Proponents to list any additional items not listed in the Pricing Schedule



B. MATERIAL DISCLOSURES

Background Information Review

Background

In 2017, the Government of Bermuda Ministry of Public Works (MPW) commissioned a study to examine the preferred strategy for water and wastewater servicing for an area on the east end of the island, St George's parish. This study was aimed at providing sustainable water and wastewater services to St George by examining the viability, "state of good repair" and capacity of existing supporting infrastructure, service delivery mechanisms and current and future demands on these systems. Extensive public and stakeholder communication was conducted to bring context to the available options for service delivery. This study culminated with the recommendation for a user pay single tier Public Utility crown corporation for service delivery. The preferred structure and associated recommendations resulting from this study provided the impetus for a broader discussion of water and wastewater service delivery, governance, regulatory and financial requirements for the sustainable delivery of water and wastewater services island wide. Furthermore, this initiative is understood to be supported by the following drivers:

- There currently exists several stakeholder groups with varying degrees of understanding of water as a finite resource and with varying approaches and level of service in delivering water and wastewater services. There is a need for the development of a common understanding of the challenges, solutions and costs for sustainable water and wastewater service delivery.
- Preservation and enhancement of the economic growth and vitality of the island through protection of the marine and land ecosystem, Bermuda's most important asset, is critical moving forward.
- Priority needs to be placed on protection of public health through the need for efficient, reliable and safe water and wastewater services for both public and private systems island wide.
- There is a need to address potable water shortages during extended dry periods.
- There is a need for optimization, enhancement and modernization of existing regulations and realignment of mandates and roles of existing government agencies tasked with regulating water and wastewater services.
- Protection of the natural environment and ecosystems through the elimination of untreated wastewater discharges to the environment both marine and land based should be addressed. The reputational risks implicit to the water quality impacts of untreated wastewater on local beaches should be considered.



- Address the sustainability of water and wastewater service delivery in view of the deteriorated state of existing water and wastewater infrastructure which is reaching the end of its serviceable life.
- There is a need for reliable, predictable and sustainable funding to address existing system reliability and state of good repair gap.
- Address the lack of enforceable legislation with respect to qualitative and quantitative aspects of water and wastewater service delivery combined with no established minimum training and certification requirements for system operators and maintainers.

The Cabinet has approved the recommendations of the St. George's Parish Study. As a result, this RFP includes the scope of work to determine the governance structure and regulations required to support the establishment of a regulatory body.

The Government now intends to proceed with the establishment of an appropriate governance structure, the development of appropriate legislation and standards, and the identification of the required implementation plan. This will address the drivers listed as well as provide the foundation for the development of options to align water and wastewater service delivery level of service with the requirements outlined in the deliverables for this project.

Existing Governance Structure

The governance, management and regulatory environment related to the provision of water and wastewater services currently involves the coordination of the Department of Works and Engineering, Department of Environment and Natural Resources, and the Department of Health, among others.

There are several existing documents currently supporting the existing regulatory environment including the Public Health Act, Water Resources Act, Clean Air Act and Drinking Water Standards.

Access to this background information is available through the Government of Bermuda Public Access To Information "PATI" Statements. This can be found through a search for PATI (Information Statements) on the government web site www.gov.bm under the following key departments:

www.gov.bm/department/health

www.gov.bm/department/environment-and-natural-resources

www.gov.bm/department/works-and-engineering

www.gov.bm/department/consumer-affairs

In addition to the government structure and governance and as a result of private development, business and tourism requirements, there are several privately owned and operated systems across the island.



There is currently not an overarching and consistent manner of providing potable water and wastewater services across the island, although there are consistent standards for the operation of water treatment plant.

Existing Systems

The scope under this assignment will cover the areas of water services including potable water, grey water, well water and reclaimed water as well as areas of wastewater services including sewage, septage, industrial liquid waste and liquid sludge.

The water systems across the island of Bermuda comprise diverse types and levels of water treatment, storage, distribution and ownership. A large majority of residents are running their own private water systems using roof catches and holding tanks. There are several treated potable water systems on the island with both government and private ownership and operations. Water supply is further supported through the water truckers association providing water directly to residents and businesses.

The wastewater systems across the island of Bermuda comprise diverse methods of wastewater collection, level of treatment, outlets/disposal and ownership. A large majority of residents are running their own private wastewater systems using cess pits and septic systems. There are several communal collection and treatment systems on the island with both government and private ownership and operations. Wastewater services are also further supported by septage haulers.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Forms (Appendix B & Annex F)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent. Where a joint submission is made details of any sub consultant must be submitted include a submission form (Annex F) completed and signed by an authorized representative of the sub consultant.

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

The Proponent shall submit with their completed proposal all appropriate documentation in order to demonstrate the necessary experience and expertise in relation to the scope of work under this terms of reference.



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 bidders 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 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 bidder, the Form of Agreement shall be signed so as 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.

Local Benefit

Each Proposal must include the completed Local Benefit Form Annex C - Social, Economic, and Environmental

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 subconsultant(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?

Company Qualifications & Project Team

All corporate bidders must include, with their proposal a completed Annex D (PROJECT PERSONNEL QUALIFICATIONS AND REFERENCES)

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.

It should be noted Proponents should seek clarification on the need for work Permits for proposed staff from the Government of Bermuda Department of Immigration. No direct assistance will be given by the Bermuda Housing Corporation

Project Schedule

Proposed Schedule of Work and Deadlines

The Proposal must include the availability of the Project Team to conduct work within the anticipated time frames.

The Project Schedule must be submitted based on a detailed Gantt Chart which outlines the tasks and time requirements.

See Annex E - Anticipated Project Schedule

Project Management Plan

A management plan is required that will ensure all Services to be supplied will be delivered to the Government 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);
- Statement of Risks
- 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 anticorruption 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

Project Understanding and Approach/Methodology

This shall include an overview of key elements and objectives of the project with a description of the proposed approach/methodology which will be used to complete the deliverables as listed.

A detailed work plan which outlines the tasks required for the delivery, in order, to achieve the deliverables should be listed.

Project Communication Plan

This shall outline the plan for effective communication during the project including but not limited to stakeholder engagement.

Safety and Health

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

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

D. MANDATORY TECHNICAL REQUIREMENTS

Executive Summary of Proposal Offering

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



E. PRE-CONDITIONS OF AWARD

Proof of Insurance

The successful proponent shall furnish the Government with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies as may be expected. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) calendar days written notice has been received by the Government. (Endorsements to the Policy that name the Government as an Additional insured and establishment of cancellation notice are required).

Certificates should be submitted within 10 calendar days after award of contract and before any work begins.

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 Government 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.



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 Government to fully understand the prospective Proponent's ability to meet the evaluation criteria and deliverables. Oral presentations will be scored separately. The Government may also modify scores and resulting rankings based on the oral presentation of those prospective proponents.

#	Category	Weighting (%)	Threshold
1	Pricing	20	N/A
2	Technical Knowledge & Expertise	25	N/A
3	Project Approach, Methodology & Schedule	25	N/A
4	Social, Economic & Environmental	30	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Technical Knowledge & Expertise

Experience and Qualifications

Each proponent should provide the following in its proposal:

- a description of the proponent;
- a description of the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective Knowledge, skills and expertise its relevant to the Deliverables [/5]
- How well do the qualifications and experience of the proponent and the staff assigned by the proponent meet the requested qualifications under the requirements See Table 1 below [/10]
- Does the proponent have the availability and capacity to timely perform the engineering services described in this RFP for the duration of the contract and does the Proponent have staff familiar with (Governmental) procurement and contract management experience [/5]



- Has the proponent performed well in similar previous projects based on references provided. Each proponent is requested to provide two (2) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last three (3) years [/5]

Table 1 – Expected Proponent Qualifications

Overall Qualifications	<ul style="list-style-type: none"> • Regulatory, Legislative, Utility and Governance Knowledge • Water and Wastewater Engineering Subject Matter Knowledge • Communications Expertise • Legal Advisory Expertise • Policy Development and Implementation Expertise • Drafting Regulation, Legislation, Licensing, and Standards Expertise • Financial/Economic Analysis Expertise • Bermuda Experience
Proponent Team Members	
Project Manager	<ul style="list-style-type: none"> • Minimum 15 years' experience • Multi-discipline team management expertise • Subject matter expertise • Demonstrated experience on similar projects • Identify % allocation to this project
Senior Team Members	<ul style="list-style-type: none"> • Minimum 15 years' experience • Addressing all overall qualifications • Demonstrated experience on similar projects • Identify % allocation to this project
Intermediate Team Members	<ul style="list-style-type: none"> • Minimum 5 years' experience • Identify % allocation to this project



3. Project Approach, Methodology & Schedule

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. [/10]

A Detailed Task Based Work plan which outlines the tasks required for the delivery, in order, to achieve the deliverables as listed. [/2.5]

A detailed Project Schedule in Gantt chart format which outlines the tasks and time requirements. [/2.5]

4. Social, Economic & Environmental

The local benefit considerations will be given to each of the following factors when proposals are evaluated [/30]:

- Number of Bermudians employed by the bidder;
- If the bidder is a specified business;
- Engagement of Bermudian employee (%) during the project;
- Use of specified businesses in the proponent's supply chain;
- Use of specified businesses as subcontractors (if applicable);
- Safety and health record of the proponent for the three immediately preceding years of reporting
- Environmental considerations and policy (each proponent to provide a copy)

5. Post Submission Interview

Presentation and Interview

Prior to making a final selection, the BHC will invite proponents that meet a minimum threshold evaluation score 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 or via phone, 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 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 support the scoring of the non-price rated criteria will be evaluated on the following basis:

Demonstrated knowledge and presentation of the key elements of the project and proposed methodology.

Clarification and additional detail of the key elements of the proponent's proposal.

Ability to communicate and answer all questions and clarifications.



APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the proponents

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

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

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

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

Confirmation of non-collusion

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

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

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

- (a) communicating to a person other than the RFP Contact the amount or approximate amount of my/our proposed proposal (other than in confidence in order to obtain quotations necessary for the preparation of the proposal for insurance);
- (b) entering into any agreement or arrangement with any other person that he shall refrain from competing or as to the amount of any proposal to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this procurement.

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____



ANNEX A – FORM OF AGREEMENT

SAMPLE FORM 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 **Establishment of Water and Wastewater Regulatory Structure And Associated Regulations and Standards**

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 effected 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

- a) 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.
- 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. Required Pricing Information

(Note: all sheets form part of the proposal)

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 table:

Required Price Breakdown for Deliverables

ITEM	WORK ELEMENT	Duration Weeks	TOTAL
1.	Background Information Review		
2.	Industry Benchmarking		
3.	Water Regulation Authority Structure and Guiding Principles		
4.	Establish Water Regulations and Standards		
5.	Implementation Plan, Monitoring and Enforcement Requirements		
6.	Governance Structure		
7.	Stakeholder Engagement		
8.	Cabinet Submission		
9.	Project Management and Meetings		
10.	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		
	Number of sheets, appended by the bidder to this Form (If nil, enter NIL).		
	SIGNED ON BEHALF OF PROPONENT:		

Note: All billing for work done by the end of billing period to be submitted to the Bermuda Housing Corporation 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 Bermuda Housing Corporation.

3. Staffing and Mark-Up Rates

(Note: all sheets form part of the proposal)

Staffing Rates for Establishing Water and Wastewater Systems Regulations

Positions shown are for example only. The Proponent should list all persons that are to be used on the project

ITEM	DESCRIPTION	QUANTITY	RATE
1.	Project Director	Hourly Rate	
2.	Project Manager	Hourly Rate	
3.	Senior Team Members	Hourly Rate	
4.	Intermediate Team Members	Hourly Rate	
5.	Technical Support	Hourly Rate	
6.	Administrative Support	Hourly Rate	
7.	Proponent specified items: Additional Day Work Rates for Labour, Materials or Equipment necessary for the execution of this work.		

Mark-Up Rates for Establishing Water and Wastewater Systems Regulations

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

The Staffing and Mark Up rates will be used to establish the cost of variations payable under Section 4.0 of the Model Services Agreement (see Annex A) used for the supply of services.

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 Bermuda Housing Corporation.

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 - 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 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 2015 – January 2020)</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 – Anticipated Project Schedule

The anticipated timeline and key milestones for the project are outlined below. The proponent should provide a detailed Gantt Chart demonstrating the key tasks and recommended schedule.

Project Initiation	September 2020
Background, Benchmarking, Principles	December 2020
Stakeholder Workshop No. 1	January 2021
Public Consultation Point No. 1	February 2021
Draft Regulation and Standards	July 2021
Stakeholder Workshop No. 2	August 2021
Public Consultation Point No. 2	September 2021
Implementation Plan	October 2021
Final Regulation and Standards	November 2021
Cabinet Submission	February 2022

Annex F – Sub Consultant Information

(Note: all sheets form part of the proposal)

Will sub consultants be used for this work Yes No, if yes, please state what service this sub consultant will performed or what goods this sub consultant will provided below:

If no sub consultant will be used skip this annex, below. Otherwise, list all sub consultant s that will be used for this work. **Submit multiple copies of Annex F, one for each sub consultant included in this Proposal.**

1. **Sub consultant Name** _____

Contact Person _____

Phone numbers: Cellular _____ **Telephone** _____

Email Address: _____

2. **Principal(s), Director(s), and Shareholder(s) of the Company:**

5. **What is the corresponding % of the bid prices will this subcontractor perform** _____%

6. **Company Insurance details:**

Commercial Third Party Insurance carried: BD\$ _____

Workers Compensation Insurance carried: BD\$ _____

7. **Company's Bermuda Payroll Tax No.:** _____

8. **Company's Bermuda Social Insurance No.:** _____

9. **Company Banking Details:**

Name and address of principal bankers:

Include a letter from principal bank confirming credit status of Bidder.

10 **Do you have any involvement with other entities that may be seen as a conflict of interest? If so, please provide details:**

Annex F Sub Consultant Company Information (continued)

11. Number of Employees/Bermudians

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

TOTAL NUMBER OF STAFF	
NUMBER OF BERMUDIAN	
NUMBER OF NON-BERMUDIANS	
PERCENTAGE OF BERMUDIANS	

12. Attach a copy of the Company`s Certificate of Incorporation (if applicable)

13. Safety, Health and Environmental Policies

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

Copies are attached Yes _____ No _____

14. Do you offer apprenticeships/training opportunities? _____

Apprenticeships/training opportunities

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

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

By signing this Annex F, I certify this information provided is true and correct.

Signed: _____

Print Name: _____

Title: _____ Company: _____

Date: _____