



Our Ref: 50/100/50/04

24 August 2015

Dear Bidders,

Re: Provision of Engineering Consultancy Services – Water and Wastewater Master Plan (25 years) for St. George’s Parish Bermuda including a Strategic Environmental and Social Assessment.

The Government of Bermuda, as represented by the Ministry of Public Works, is seeking proposals from eligible consulting firms to provide engineering consultancy services for the development of a 25 year Utility Master plan for Water and Wastewater including a Strategic Environmental and Social Assessment for St. George’s Parish Bermuda.

The Consultant will be required to provide engineering consultant services to the Client which includes an information review of current water supply and sewage systems in the Parish of St George’s to establish a baseline from which appropriate policies can be determined to:

- Offer options for management of service delivery
- Identify infrastructure investment required to deliver a sustainable service for the Plan Period
- Complete a financial analysis of the current and proposed service delivery systems.

The Government of Bermuda, Ministry of Public Works invites you to submit a sealed proposal, for the above caption, in accordance with the accompanying solicitation documents listed:

This Request for Proposals includes the following documents:

This letter of Invitation;

- A. Instructions to Bidders;
- B. Terms of Reference and Annexes Existing Bermuda Legislation and Reports
List of Appendices
- C. Response Submission & Company Information Forms; to be completed and returned with your proposal
- D Prices and Rates Schedule Forms & Form of Agreement; to be completed and returned as part of the Financial proposal
- E. Model Agreement - Applicable Terms and conditions - Particular Agreement; FIDIC Client / Consultant Model Services Agreement (incl. Particular Conditions);
- F. Non-Collusion Certificate; to be completed and returned with your proposal

Full details and request for proposal documents may also be obtained from www.opmp.gov.bm



procurement notices website.

You are requested to confirm receipt of the Request for Proposal documents by email to tjchristopher@gov.bm.

Proposals submissions must be submitted no later than 3:00 p.m. (AST), September 28th, 2015.
Late submission will not be considered.

Your hard copy proposal must be delivered to:

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

The outer envelope must be clearly marked with the title “Provision of Engineering Services – 25 Year Master Plan for Water and Wastewater Services for St George’s Parish Bermuda”

Marked:

“Request for Provision of Engineering Services – 25 Year Master Plan Water and Wastewater Services for St George’s Parish Bermuda Tender Submission”

Attention: J. Tarik Christopher, P.Eng. Principal Water and Sewage Engineer

Do Not Open Before. 3:00 p.m. (AST), September 28th, 2015

Faxed or electronic proposal documents will not be accepted.

Queries

All queries must be in writing and directed to Mr. J.Tarik Christopher by email at tjchristopher@gov.bm. The last date on which questions can be received is no later than 3:00 p.m. on 21st September, 2015. Answers will be disseminated in addendum format for all bidders to see on the www.opmp.gov.bm under procurement notices by the end of day on 23rd September, 2015.

This letter is not to be construed in any way as an offer to contract with your firm.

We look forward to receiving your proposal and thank you in advance for your interest in Government procurement opportunities.

Yours sincerely,

Mr. Peter Havlicek, P.Eng.
Chief Engineer
for Permanent Secretary



GOVERNMENT OF BERMUDA

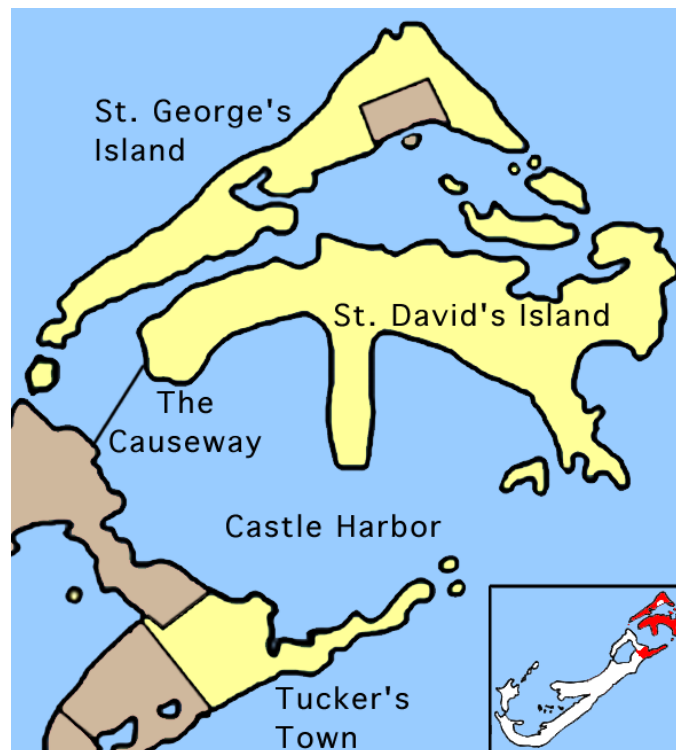
Ministry of Public Works

Department of Works and Engineering

INSTRUCTIONS TO BIDDERS

Request for Proposal

Water & Wastewater Services 25 year Master Plan FOR ST GEORGE'S PARISH BERMUDA



Issued Date: 21st August 2015



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Part 1 GENERAL

1.1 Public Access to Information

Any information collected or used by or on behalf of the Government of Bermuda 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.

1.2 Time:

- .1 Proposal submission deadline date: No later than 3:00 p.m. AST, on 28th September, 2015.
- .2 Late submission will not be considered.

1.3 Brief Description of Works

- .1 The Government of Bermuda, as represented by the Ministry of Public Works, is seeking proposals for the development of a 25 Year master Plan for the Water and Wastewater Services for St George's Parish Bermuda as outlined in **Terms of Reference, Appendix B.**
- .2 The Consultant will be required to provide engineering consultant services to the Client and this shall include an information review of current water supply and sewage systems in the Parish of St George's to establish a baseline from which appropriate policies can be determined to:
 - Offer options for management of service delivery
 - Identify infrastructure investment required to deliver a sustainable service for the Plan Period
 - Complete a financial analysis of the current and proposed service delivery systems.

1.4 Eligibility and Qualification Requirements

- .1 This invitation is only open to Bidders who meet the criteria described herein.
- .2 The Consultant must meet certain requirements, specified herein, in order to be considered as eligible bidders for the project. Consultant's, who fail to meet with the requirements specified herein as to qualifications, will not qualify for this project, and their proposal will not be accepted.
- .3 The Consultant must have a minimum of 2 years of experience in providing Master Plan Studies in relation to Water and Wastewater Services.



- .4 Factors to be considered in the evaluation of the proposal submission shall be expertise in:
- Relevant Master Planning for water and sewage systems;
 - Environmental studies relating to water master planning; and
 - Engineering and planning expertise relevant to this scope of project.
- .5 The Consultant shall submit with their completed proposal all appropriate documentation in order to demonstrate the necessary experience and expertise as noted in **Clause 1.4.3**. This shall include descriptions of relevant and similar past projects, details of their Project Team with resumes of key personnel to be assigned to the project and the names and full details of experience of any sub-consultants.
- .6 In addition the Consultant shall provide a reference from a bank or other financial institution confirming the Consultant's capacity to provide the necessary financial resources to complete the works in accordance with the contract and schedule.
- .7 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 a relevant statement to this effect shall be included in the authorisation mentioned under .2 above as well as in the Bid Forms r and the Form of Agreement (in the case of a successful bidder); and
 - v. A copy of the Agreement entered into by the joint venture partners shall be submitted with the Proposal.
- .8 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. Failure to provide the certificate of incorporation will render the proposal void.

1.5 Cost related to Proposal Preparation

- .1 The bidder shall bear all costs associated with the preparation and submission of the proposal and the Government of Bermuda, Ministry of Public Works, hereinafter referred to as the Government, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.



1.6 Site Inspection and RFP Information

- .1 Bidders 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.
- .2 Bidders 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.
- .3 Bidders are encouraged to visit to better evaluate the Scope of Services and the conditions for future visits prior to the submission of proposals.
- .4 Bidders are encouraged to forward, in writing electronic mail any clarifications or questions that they would like to discuss prior to the proposal submission date. .
- .5 Queries and their answers will be recorded by the Government and will be available at www.opmp.gov.bm procurement notices webpage with the Related RFP documents. All relevant responses will be issued in written form without revealing the source of the query.
- .6 The Bidders 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.
- .7 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.



Part 2 SOLICIATION DOCUMENTS

2.1 Content of the Solicitation Documents

- .1 The set of RFP documents issued for the purpose of bidding includes the following documents, together with any Addenda thereto issued in accordance with **Clause 2.3** and any minutes of pre-bid meetings.
 - .1 Instructions to Bidders
 - .2 Response Submission Forms
 - .3 Terms of Reference
 - .4 Proposed Agreement
 - .5 Appendix 1: Scope of Services
 - .6 Appendix 2: Personnel, Equipment, Facilities and Services of Others to be provided by the Government
 - .7 Appendix 3: Remuneration and Payment
 - .8 Appendix 4: Time Schedule for Services.
- .2 The bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the solicitation documents. Failure to comply with the requirements of the proposal submission will be at the Bidder's own risk.

2.2 Clarification of the Solicitation Documents

- .1 A prospective bidder requiring any clarification of the solicitation documents may notify the Government in writing, by email or by facsimile at the Government's contact indicated below in **Clause 2.2.3**. Please ensure to reference the section and clause of the RFP.
- .2 The Government will respond in writing by email or by facsimile to any request for clarification which they receive earlier than 7 days prior to the deadline for the submission of proposals. Written copies of the Government's response, where necessary (including a description of the inquiry but without identifying its source), will be sent to all prospective Bidders who have provided contact details and they will be posted on www.opmp.gov.bm procurement notices site
- .3 All question, technical or otherwise, pertaining to this RFP must be submitted in writing and direct only to:
Ministry of Public Works
Department of Works and Engineering,
Attention: Tarik Christopher **Copy to: Keith Claridge**
Fax: (441) 292-4219;
Email: tjchristopher@gov.bm cc: kclaridge@gov.bm
Absolutely no verbal questions/clarification will be acknowledged.



2.3 Amendment of the Solicitation Documents

.1 At any time prior to the deadline for submission of Proposals, the Government may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the solicitation documents by the issuance of an Addendum.

.2 The addendum will be sent in writing by email or by facsimile to all prospective Bidders who have collected the solicitation documents from the Ministry and will be binding upon them. Prospective bidders shall promptly acknowledge receipt thereof by email or facsimile to the Government at:

Attention: Tarik Christopher

Fax: (441) 292-4219: Email: tjchristopher@gov.bm

.3 In order to afford prospective bidders reasonable time in which to take an addendum into account in preparing their proposal, the Government may, at their discretion, extend the deadline for the submission of proposals in accordance with Clause 4.2.



Part 3 PREPARATION OF PROPOSALS

3.1 Language of the Proposals

- .1 The proposal prepared by the bidder and all correspondence and documents relating to the Proposal exchanged by the Bidder and the Government, shall be written in the English language.

3.2 Documents Comprising the Proposal

- .1 The Proposal to be prepared by the Bidder shall contain the following Bidder shall offer proposals comprised of two separate components; a Management and Technical Information Section and a Financial and Cost Section.

The Response Submission Forms, the Certificates and Price and Rates Schedule Form provided shall be used without exception. One copy of the above is to be returned in accordance with **Clause 4.1.1**

Proposal Responses should be organized into the following sections and order:

.1 Forms

Each Bidder is required to complete, sign (where indicated), and submit the following documents:

- Confirmation of Addenda received
- Proposal Submission Forms
- Company Information Form
- Price and Rates Schedule Form
- Confirmation of Non-Collusion Certificate
- Any other materials required to be completed and submitted in accordance with the Instructions to Bidders embodied in the Solicitation documents.

.2 Management and Technical Information Section;

- .2.1 in developing the proposals the Bidders shall provide the following minimum information:

.2.1.1 Relevant Experience and Qualifications of Project Personnel

An organizational chart outlining all project positions, including company names and the reporting arrangements for personnel shall be included. Availability of all assigned staff throughout the relevant term of the project shall be confirmed by the Consultant in the proposal documents. Resumes for each individual key staff member assigned to the project shall be included emphasizing their most recent projects similar in nature to this project and their role in each project. Only personnel with proven technical competence to perform the required tasks shall be proposed. All staff assigned to the project shall be acceptable to the Client prior to their utilization.



.2.1.2 Methodology

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

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

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

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

.2.1.2.3 Schedule:
Bidder shall include a project schedule, identifying project phases and milestones, demonstrating compliance with the project time frame.

.2.1.2.4 Proposed Methodologies:
These shall be consistent with all the Government's objectives for the project, as well as the bidder's role and involvement in the Project Scope.

.2.1.2.5 Technological Requirements:
Bidder shall define their methodology of accommodating all of the complex geographical, environmental, regulatory and other technological requirements for this project.

.2.1.2.6 Optimization:
The proposed methodology shall demonstrate how the Bidder proposes to optimize the various imperatives to produce the best value project for the Government.



.2.1.2.7 Management Plan:

The Management Plan shall detail how the bidder proposes to ensure that the Services as detailed in these Terms of Reference will be delivered to the Government. 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. The management plan shall detail such items as:

- The Management Structure;
- Contingencies for problem solving;
- Quality Management System (QMS);
- Financial Control;
- A Business Integrity Management System (BIMS) establishing the Consultant's commitment to integrity by demonstrating that an effective BIMS operates within their firm that supports ethical behaviour at all levels towards the Consultant's stakeholders and includes the implementation of adequate 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
- Health and Safety Program (HSP).

.2.1.2.8 Proposal Innovation:

Bidders are encouraged to submit proposals, which are innovative and cost effective to the Government.

.2.1.3 Corporate Background Information

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

Proposals shall include:

- detailed definition of the proposed contracting party;
- place of registration and location of the head office;
- location where the work will be performed;
- names of directors, principals and key staff (consultant's personnel to be named in the proposal shall include key personnel directly responsible for the quality, the deliverables and the management of the project);



- types of products or services offered; and
- Letter of reference from the bidder's principal financial institution indicating its period of association with the Bidder, the nature of its association with the bidder and any financial or other condition or circumstance, that it is aware of that may compromise the bidder's ability to successfully undertake this project.
- Bidder shall each provide project summaries for at least three (3) projects, of a similar nature to this project, that were undertaken by the bidder during the last five (5) years and which were carried out by staff assigned to this project. Additionally, bidder shall provide project summaries for proposed sub-consultants/subcontractors for at least three (3) projects of a similar nature to the services that the sub-consultants intend to provide on this project.

Project summaries shall include the following:

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

.3 Financial/Cost Sections

1. The bidder is required to complete in full the Price and Rates Schedule Form of this document.
2. The Total Lump Sum Payable (in Bermuda dollars) is to be inclusive of all other associated Services as described in the Contract documents, including but not limited to; design fees, site investigations, travel, materials, related accessories, storage, transport, assembly, placement, overhead and profit. (Clause 3.3 Prices)
3. No additional Services will be paid for unless they are previously agreed in writing by the Government.

3.3 Proposal Prices

- .1 Unless stated otherwise in the solicitation documents, the Contract shall be for the whole Services as detailed in the contract documents and based on the completed Bid Form lump sums, as submitted by the Bidder.
- .2 The Bidder shall fill in lump sum prices for all items of Services described in the Response Submission Form. Items against which no price is entered by the Bidder will not be paid for by the Government when executed and shall be deemed covered by the other lump sum prices in the Response Submission Form.



- .3 All duties, taxes and other levies payable by the Bidder under the Contract, or for any other cause, as of the closing date for submission of Proposal, shall be included in the rates and prices and total Proposal.

3.4 Currencies of Tender

- .1 The fixed rates shall be quoted by the Bidder in Bermuda dollars.

3.5 Proposal Validity Period

- .1 Proposal shall remain valid and open for a period of Ninety (90) Calendar days from the date fixed for receiving. The Proposal shall remain binding and may be accepted at any time before the expiration of that period. The Bidders shall maintain, without charge, the proposed key staff. In exceptional circumstances prior to expiry of the original
- .2 Proposal Validity period, the Government may request the Bidder for a specified Extension in the period of Validity. The request and the responses thereto shall be made in writing by email or by facsimile. A Bidder may refuse the request and withdraw his Tender. A Bidder agreeing to the request will not be required nor permitted to modify their proposal.

3.6 Format and Signing of Proposal

- .1 The Bidder shall prepare one original set of the documents comprising the Tender as described in Sub-Clause 3.2.1 of these Instructions to Bidders.
- .2 The Proposal shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to bind the Bidder to the Contract. All pages of the Proposal where entries or amendments have been made shall be initialled by the person or persons signing the proposal.
- .3 The complete Proposal shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Government, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.
- .4 Only one Proposal may be submitted by each Bidder. No Bidder may participate in the Proposal of another for the same Contract in any relation whatsoever.
- .5 Proposals shall not exceed 30 pages in length, excluding supporting material. Supporting material includes only requisite project references and resumes of key personnel.



.6 Two-Envelope System

The bidder shall submit the proposal utilizing a two-envelope system.

The submission shall be double-sided (8½" x 11") in the following quantities/formats:

Four (4) identical bound copies of a **Management and Technical Information Section** shall be submitted in one envelope, and;

- One (1) copy marked "Original" and containing original signatures.
- Three (3) copies marked "Duplicate."

Two (2) identical bound copies of the **Price and Rates Quotation Schedule** shall be included in the second envelope.

- One (1) printed copy marked "Original" and containing original signatures.
- One (1) printed copies marked "Duplicate."

Both envelopes shall be submitted in accordance with Instructions to Bidders, Part 4



Part 4 SUBMISSION OF PROPOSALS

4.1 Sealing and Marking of Proposals

- .1 The bidder shall submit the proposals utilizing a two-envelope system.

Four (4) identical bound copies of a **Management and Technical Information Section** shall be submitted in one envelope,

- One (1) copy marked "Original" and containing original signatures.
- Three (3) copies marked "Duplicate", and;

Two (2) identical bound copies of the **Price and Rates Schedule** shall be included in the second envelope.

- One (1) printed copy marked "Original" and containing original signatures.
- One (1) printed copies marked "Duplicate."

- .2 Both Envelopes to be secured in a single package which shall be addressed to:

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

- .1 The package is to bear the following identification:

.1 Tender for "**Provision of Engineering Services-25 year Master Plan for Water & Wastewater Services for St George's Parish Bermuda -**"

.2 The words "DO NOT OPEN BEFORE 3:00 PM." on 28th September, 2015. .

- .2 Each Proposal Package shall either be deposited in the Tender Box located at the office indicated in Sub-Clause 4.1.1 above or can be sent by mail or Courier.

- .3 **The Bidder is advised that Bermuda Customs clearance for courier packages, including documents, can take in excess of 10 calendar days.** It is the Bidders responsibility to ensure that their submissions are recorded as received prior to the submission deadline.

- .4 If the envelope is not sealed and marked as instructed above, the Government will assume no responsibility for the misplacement or premature opening of the proposal submitted. An envelope opened prematurely for this cause will be rejected by the Government and bidder notified.



4.2 Deadline for Submission of Proposals

- .1 Proposal must be received by the Government at the address specified above **no later than the date and time specified in clause 1.2**. The Government may, at their discretion, extend the deadline for submission of Proposal, by issuing an amendment in accordance with **Clause 2.3** in which case all rights and obligations of the Government and the Bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

4.3 Late Proposals

- .1 Any Proposals received by the Government after the deadline for submission of proposal prescribed by the Government, in accordance with **Clause 4.2** will not be considered. .

4.4 Modifications and Withdrawal of Proposals

- .1 The Bidder may modify or withdraw their proposal after submission, provided that the modification or notice of withdrawal is received in writing by the Government prior to the prescribed deadline for submission of proposals.
- .2 The Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 4.1 for the submission of Proposals with the envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- .3 Subject to **Clause 5.3**, no Proposal shall be modified subsequent to the deadline for submission of Proposals.



Part 5 OPENING AND EVALUATION

5.1 Proposal Opening

- .1 Proposals for which an acceptable notice of withdrawal has been submitted pursuant to **Clause 4.4** shall not be opened. The Government will examine Proposals to determine whether they are complete, and whether the documents have been properly signed and whether the proposals are generally in order.
- 2 At the Proposal opening, a member of the Purchasing and Tendering Committee will announce the Bidders' names. The Management and Technical Information envelopes of each proposal shall be opened and recorded on the same day as noted in **Clause 1.2**.
- 3 The Government shall prepare and record the names of bidders at the proposal opening, and include all information disclosed to those present and note who participated in the opening, after the opening the proposals packages will be delivered to the evaluation team lead.

5.2 Process to be Confidential

- .1 After the opening of proposals, information relating to the examination, clarification, evaluation and comparison of proposals and recommendations concerning the award of contract shall not be disclosed to Bidders or other persons not officially concerned with such process until the award of the Contract to the successful Bidder has been announced.
- .2 Any effort by a Bidder to influence the Government in the process of examination, clarification, evaluation and comparison of proposals, and in decisions concerning award of contract, shall result in the rejection of the proposal.

5.3 Clarification of Proposal Documents

- .1 To assist in the examination, evaluation and comparison of proposals, the Government may ask Bidders individually for clarification of their proposals. The request for clarification and the response shall be in writing, but no change in the price or substance of the proposal shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Government during the evaluation of the Proposals in accordance with **Clause 5.5**.

5.4 Determination of Responsiveness

- .1 Prior to the detailed evaluation of Proposal, the Government will determine whether each proposal is substantially responsive to the requirements of the Instructions to Bidders and related documents.
- .2 For the purpose of this clause, a substantially responsive proposal is one which conforms to all the terms, conditions and specifications of the solicitation documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works, or



which limits in any substantial way, inconsistent with the Solicitation documents, the Government's rights or the Bidder's obligations under the Agreement, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

- .3 If the Proposal is not substantially responsive to the requirements of the solicitation documents, the Government reserves the right to request further information to make the Proposal fully responsive.

5.5 Correction of Errors

- .1 Proposal determined to be substantially responsive will be checked by the Government for any arithmetic errors in computation and summations. Errors will be corrected by the Government as follows:
 - .1 Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - .2 Where there is a discrepancy between the individual lump sums and the total amount derived from the sum of the individual lump sums, the individual lump sums as quoted will govern, and the total amount will be corrected.
- .2 The amount stated in the Bid Form will be adjusted by the Government in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of the Proposal, the Proposal will be rejected.

5.6 Evaluation and Comparison of Tenders

- .1 The Government will evaluate and compare only proposals determined to be substantially responsive to the requirements of the Tendering documents in accordance with **Clause 5.4**.
- .2 In evaluating Financial Proposals, the Government will determine for each Proposal, the Evaluated Financial Proposal Price, by adjusting the Proposal Price as follows:
 - .1 Making any correction for errors pursuant to **Clause 5.5**;
 - .2 Making an appropriate adjustment for any acceptable quantifiable variations, deviations or alternative offers not reflected in the proposal Price or in the above-mentioned other adjustments.
- .3 The Proposal assessment will take into consideration the submitted proposal documentation inclusive of the Proposed prices; schedule of rates; the proposed methodology; the firm's nationality, qualifications and overall relevant experience in relation to this type of work; and the applicable qualifications, nationality and the experience of the team and each team member proposed to be used to undertake the work. The Proposal will be evaluated under the following high level criteria headings and weighting:



- .4 The evaluation matrix is set out in the evaluation criteria and scoring, and is given herein.
- .5 Bidders are strongly advised to study this carefully before completing their proposal application.
- .6 The Government reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the solicitations documents or otherwise result in the accrual of unsolicited benefits to the Government shall not be taken into account in proposal Evaluation.
- .7 Price adjustment provisions applying to the period of execution of the Contract will be considered in the Proposal Evaluation.
- .8 **Evaluation Review Process**

Proposals will be evaluated to determine the best value offered to the Government of Bermuda based on pre-determined criteria:

- .1 Failure to meet the requirements for the Request for Proposal may be cause for rejection of the proposal.
- .2 Final selection of a successful bidder will be determined following review of all work proposals, cost proposals and/or formal oral presentations
- .3 The proposal price alone will not be the sole determining factor in be selection of the successful bidder for this work. The Government will consider the proposal costs for all proposal items identified herein together with the bidder's qualifications, references, and understanding of the scope of work to form the basis for its decision on who will be selected. The Government reserves the right to reject any or all proposals and to determine which proposal is, in the Government's judgment, the most responsive.
- .4 The evaluation committee may, at its sole option, ask for interviews or oral presentations by any Proponent(s) participating in this process (creation of a short list). Attendance at any such interview will be at the Proponent's expense.
- .5 The evaluation committee may seek written clarification from any or all prospective contractors in order to better understand and to evaluate the proposal.

.1 Proposal Responsiveness - Pass/Fail

1. Required documentation, the Proposals will be reviewed to determine if all required documentation was included with proposal submittal as described in this RFP.



2. Each proposal will be reviewed by an evaluation committee to determine if it meets the proposal requirements. Failure to meet the requirements for the Request for Proposal may be cause for rejection of the proposal.
 3. Each proposal will be reviewed by an evaluation committee to determine if it meets the proposal requirements.
- .2 Presentations/Oral Interviews (if required)
- .1 Proposals determined to have scored in the competitive range may be invited to present oral presentations for the purpose of introducing key members of the evaluation team, and allowing the Government to fully understand the prospective bidder's ability to meet the evaluation criteria. Oral presentations will not be scored separately. Instead the Government may modify proposal scores and resulting rankings based on the oral presentation.
 - .2 The service manager identified in the proposal must be the lead presenter in the oral presentation. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.
- .3 Proposal Evaluations**
- .1 All clauses of the Terms of Reference are mandatory.
 - .2 Bidder's response to the clauses must be supported by proper and adequate detail.
 - .3 All proposals will be evaluated by representatives of the Government. It will be understood and accepted by all bidders that the degree to which a proposal meets each stated requirement is the sole judgment of the evaluators.
 - .4 Each proposal shall be evaluated based on the Management and Technical Information Section and the Financial and Cost Quotation Section and weighted in the Evaluation matrix.
 - .5 The Technical and Managerial information section of each proposal will be evaluated and scored before any envelopes containing the Financial Proposals are opened.
 - .6 After meeting initial qualifications, proposals will be evaluated on the basis of their technical merit and then on the basis of price. The median score will be used to determine the rating of the technical submission. The technical submission shall be rated as described above and as set out in the Evaluation Matrix. For clarity, refer to the included Total Evaluation Matrix.



.4 Evaluation Criteria

A. Management and Technical Information Evaluation Criteria

1. Technical Competence of the Bidder's Team / Organization

Components to be evaluated include:

- Availability of competent and qualified personnel and other resources to perform the Services;
- qualifications and past performance of assigned staff for similar assignments;
- the Consultants preferred methodology to meet projective objectives,
- the Consultant's Corporate Background and performance on similar projects;
- proposed quality management plan for the project;
- Business integrity management system; and
- Environmental Management System. Bidder's demonstrated ability to provide a level of innovation leading to cost savings or other valuable collateral benefits to the Government.

B. The Financial and Cost Evaluation.

1. The lowest price shall be awarded 10 points (all prices within 5% will receive the same price points). The next lowest price (beyond 5%) will receive 7.5 points. Points for other submissions will be assigned with 2.5 fewer points for each successively higher priced price proposal. But again, each time the same score will be awarded if successive prices are within 5% of the last highest price.
2. Notwithstanding the technical / managerial and price scores, the Government reserves the right to reject any proposal where prices are deemed to be unreasonable relative to other prices proposed, typically a 25% variance from the average qualified proposal (excluding the proposal in question).
3. The Government reserves the right to negotiate any or all conditions of the Consultant's proposed work plan and reject all submitted proposals. Unsuccessful proponents may request a debriefing meeting following execution of a contract with the successful proponent.
4. The Government reserves the right to award an agreement to the bidder whose services are judged most likely to produce a project, which results in best overall value to the Government. **The lowest priced proposal or highest qualified proposal, or any proposal, will not necessarily be accepted.**



5. The fee paid to the Consultant for Phase 1 - Normal Services where said Normal Services are those services detailed in Appendix A is a fixed price fee.
6. The fixed fee is made up of the lump sum prices stated in Price Prices and Rates Schedule Forms. The Consultant will claim payment for the lump sum prices when scope of each of the items of work is complete. The quantities shall not be subject to re-measurement for Normal Services.
7. The fee paid to the Consultant for Additional Services where said Additional Services are those services not detailed in Price Schedule 1 of the Prices and Rates Schedule Form shall be paid in accordance with Price Schedule 2 of the Prices and Rates Schedule Form. The additional services will be subject to negotiation and the agreement of the Client.
8. The Consultant shall complete Price Schedule 2 in the Prices and Rates Schedule Form. The prices stated in Schedule 2 shall be used in the evaluation of any Additional Services not specified in Schedule 1.
9. The Consultants Fee Percentage shall be stated after Price Schedule 2. Expenses incurred in the undertaking of Additional and Exceptional Services not specified in Schedule 1 shall be on a cost plus basis using the fee percentage stated.

.5 Evaluation Matrix

- .1 The proposals will be evaluated according to the Proposal Evaluation/Weighting Criteria table below.
- .2 Responses will be evaluated and scored in accordance with the table below.
 1. Technical, Experience and Capacity 50%
 2. Financial 30%
 3. Social, Economic and Environmental 20%



EVALUATION MATRIX

A. TECHNICAL / MANAGERIAL COMPETENCE EVALUATION SECTION:

Technical Competence of Consultant's Team / Organisation	Score / 10	Weighting	Total Weighted Score
Rank the availability of competent and qualified personnel and other resources available to perform Services in the required timeframe, including the qualifications and past performance of assigned staff on similar assignments	/10	2.0	/20
Rank consultant's preferred methodology to meet project objectives	/10	1.5	/15
Rank consultant's Corporate Background and performance on similar projects	/10	1.0	/10
Rank level of innovation leading to cost savings and any other valuable collateral benefits	/10	0.5	/5
Technical / Managerial Score:			/50

B. FINANCIAL - PRICES AND RATES:

FINANCIAL EVALUATION	Score / 10	Weighting	Total Weighted Score
Tender price (include all costs)	/10	1.0	/10
The bidder is in a stable Financial Position	/10	1.0	/10
The Bidder has no outstanding Government debt	/10	1.0	/10
Prices and Rates Score:			/30



C. SOCIAL ENVIRONMENTAL AND ECONOMIC:

SOCIAL, ENVIRONMENT AND ECONOMIC	Score / 10	Weighting	Total Weighted Score
Percentage of Workforce that are Bermudian	/10	.5	/5
Does the bidder offer evidence of training positions or be willing to offer them	/10	.5	/5
Does the bidder have an Environmental Policy in place	/10	.5	/5
Has the bidder given evidence that they have participated in appropriate business skills training	/10	.5	/5
Prices and Rates Score:			/20

TOTAL EVALUATION SCORE: _____/100



Part 6 AWARD OF CONTRACT

6.1 Award Criteria

- .1 Subject to Clause 5.5, the Government will award the Contract to the Bidder whose Tender has been determined to be substantially responsive to the Tendering documents and who, in the opinion of the Government, has offered the best overall submission based on the criteria and weightings above in 5.6.3. This may not be the lowest priced tender received.

6.2 Government's Right to Accept any Tender and to Reject any or all Tenders

- .1 The Government does not bind himself to accept the lowest or any Tender and reserves the right to reject any Tender and, and to annul the Tendering process and reject all Proposals, at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the Government's action.
- .2 The Government may declare this request for proposals void when it is evident that there is a lack of competition or there has been collusion. All Tenders may be rejected if substantially higher than the budget.

6.3 Notification of Award

- .1 Prior to the expiration of the period of Proposal Validity prescribed by the Government, the Government will notify the successful Bidder by email or facsimile confirmed in writing by registered letter that their proposal has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall name the sum which the Government will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- .2 The notification of award in writing will constitute the formation of the Contract.
- .3 The Government will promptly notify the unsuccessful Bidders that their Tenders have been unsuccessful.

6.4 Signing of Contract Agreement

- .1 At the same time that the successful Bidder is notified that his Tender has been accepted, the Government will send the Bidder the Form of Agreement provided in the Tendering documents, incorporating all agreements between the parties.
- .2 **Within 7 days of receipt of the Form of Agreement, the successful Bidder shall sign the Form and return it to the Government.**

END OF INSTRUCTIONS TO BIDDERS



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1.0 INTRODUCTION

The Government of Bermuda, as represented by the Ministry of Public Works Government and hereinafter referred to as “the Government” is seeking proposals from qualified consultants to provide Engineering services for the development of a Water and Wastewater Services Strategy Environment and Social Assessment for St George Parish, Bermuda.

2.0 OBJECTIVE

The Consultant will be required to provide engineering services to the Government for the development of a 25 year for Water and Wastewater Services Master Plan for St Georges Parish in the islands of Bermuda. This shall include an information review of current water supply and sewage systems to establish a baseline from which appropriate policies can be determined to:

- Offer options for management of service delivery
- Identify infrastructure investment required to deliver a sustainable service for the Plan Period
- Complete a financial analysis of the current and proposed service delivery systems.

3.0 BACKGROUND INFORMATION

The Parish of St George's is situated on the eastern tip of the islands of Bermuda and includes the historical Towne of St George's, recognized as a UNESCO World Heritage Site in 2000 and considered to be the oldest continuously inhabited English speaking town in the new world. Various elements of the Water and Sewage facilities are currently operated independently by the Bermuda Government, The Bermuda Land Development Company Limited(BLDC) and the Town of St George's.

3.1. EXISTING PUBLIC WATER AND SEWAGE INFRASTRUCTURE

The Parish currently has piecemeal services to limited areas providing potable water, sanitary flushing water, sewage collection and salt water fire hydrant mains.

3.1.1. Potable Water Systems

i) Government of Bermuda Potable Water System

- St. George's Reverse Osmosis Plant (nominal 130,000 gpd) under the control of a Build Own Operated contract to deliver a minimum of 83,000 gpd.
- Victoria Reservoir (110,000 gallons)
- Truckers Outlet (mobile automated dispensing system with 2 outlets)
- Piped distribution system serving 24 metered customers (single and multi-family residential, institutional and commercial)

The water system is in need of major upgrading and expansion.

ii) Town of St. George's Potable Water System

The Town of St. George's does not provide a piped potable water system. Residents and businesses receive piped water form Government water system and privately trucked water as top-up to rainwater tanks. As streets are reconstructed, the Town is installing watermains for future applications.

*iii) BLDC (Bermuda Land Development Company Limited)*

Within the Parish of St George's and across the harbour from the Town of St George's is the BLDC a Quango that manages Government owned property under the Base Lands Development Act 1996. It has water infrastructure at its Southside lands, east of the Bermuda Airport. At Southside there is 5.5 million gallons of potable/rainwater water storage that is pumped/piped to BLDC customers and is also available to water truckers when the storage exceeds a certain volume. There are 6 active pump stations connected to storage tanks, which collect rainfall from rooftops as well as from 12.5 acres of ground level catchments. BLDC has two Seawater Reverse Osmosis Plants with a total capacity of approximately 100,000 gallons per day. At present there are no links between the Government of Bermuda and the Town of St George's utility systems with the BLDC with each body operating as a separate entity.

3.1.2. Sanitary Flushing Water System*i) Government of Bermuda Flushing Water System*

- Reservoir and pumping station at Fort Victoria
- Piped distribution system serving 20 locations (single and multi-family residential, institutional and commercial)
- Flushing water is provided at no cost to the customer.

The flushing system is in poor repair. For a number of reasons (age and state of repair, location of reservoir and pump system on Hotel redevelopment property, etc.), feasibility analysis on the operation of this service are required.

ii) Town of St. George's Flushing Water System

- Seawater wells feed the Turkey Hill Pump Station
- Piped distribution system serving 30% of the residences and 80% of the commercial buildings in the sewered area.

The flushing water system is reported to require a major upgrade. Furthermore the location and capacity of the well pump has not been configured to prevent upconing of the deeper brackish water from below the shallow freshwater lens of St George's.

iii) BLDC Flushing Water System

- There is no separate flushing water system for this area

3.1.3 Sewage Systems*i) Government of Bermuda St George's Sewage System*

The Government of Bermuda does not provide a piped sewage system.

Probably not applicable – though BHC are having problems with these systems. (Bermuda Housing Corporation manages a range of septic tanks near Barry Road that were installed when moves by the Environmental (Water) Authority required marine sewage outfall practices to be stopped. These septic tanks receive wastewater from the the old military piped sewer network. The Department of Environmental Protection can provide further details upon request.)

*ii) Town of St. George's Sewage System*

The town's sewage system consists of the following main elements:

- 9,500 feet of gravity piped collection system mainly vitrified clay (some asbestos cement) with diameters from 6" to 18". The system serves approx 66% of homes and 80% of tourist and commercial establishments in the sewered area.
- Penno's Wharf, Ordnance Island and Market Wharf Pump Stations
- 2,400 feet of forcemain
- Ocean outfall discharging off the north shore.

There is no treatment of sewage and therefore raw sewage is discharged to the ocean. In the past, the Town has studied the provision of sewage treatment, but there has been no further action. The use of seawater for flushing is an impediment to sewage treatment and it may be that a piped potable water or grey water system to replace the current flushing water may need to be considered. Alternatively it may be feasible to reconfigure the location and number of pumped wells of the existing flushing system to ensure that only freshwater is taken from the >2 metre (<4 metre) depth of freshwater lens in St George's instead of causing the expected upconing of the deeper brackish water. The Hydrogeologist of the Department of Environmental Protection can provide assistance to determine the feasibility of this option upon request.

iii) BLDC (Bermuda Land Development Company) Sewage System

The Company operates a primary treatment sewage treatment plant discharging the equivalent of septic treated effluent through an inshore outfall (i.e. TSS, BOD >100mg/l). BLDC are due to commission a new tertiary treatment membrane bioreactor (Zenon Zeeweed) in October 2015 with an average daily flow of 40,000 USGPD and peak allowances up to 80,000USGPD. The treated effluent will be discharged to a deep sealed borehole and the marine outfall will be decommissioned. *(The site of the primary treatment system could be considered for future expansion for a combined CStG/BLDC system to a deep sealed borehole – to be discussed with BLDC)*

3.1.4 Fire Hydrant Mains*i) BLDC Salt Water Fire Suppression System*

The BLDC has a fire hydrant mains with an electric primary pump station located at Ships (Marginal) Wharf, Southside and a back up diesel pump station located at Ruth's Bay, Southside. The fire suppression system serves approximately fifty hydrants in the Southside area via asbestos-cement pipe.



3.2. CURRENT CONDITIONS

3.2.1 Residential and Commercial Population

A Bermuda Water Consultants Study concluded that the town's population in 2000 to be around 1660 and expected a minimal increase of 1% to 1676 by the year 2020. It was estimated that 50% of the population (830 persons) were within the town's wastewater collection zone. The principal source of potable water is rainfall collected from roof tops and catchment areas all stored in cisterns/tanks. In the absence of rainfall trucked water is used to fill the tanks. The Government of Bermuda has a limited piped supplementary water distribution system serving a population of 612 mainly outside the old Town.

3.2.2 Tourist Facilities

a) St George's Club

A Bermuda Consultant's Study concluded that the St George's Club cottage colony can discharge a maximum of 30,000 USgpd to the wastewater system dependant on occupancy levels. This is a highly seasonal operation. The Club receives top-up water supplies from the Bermuda Government St George's Reverse Osmosis plant.

b) Marina and Boutique Hotel

There are proposals for a Boutique Hotel and Marina. The Boutique Hotel will have 60 rooms and be located in the current Town car park and the Marina with 125 berths will be to the east of and attached to Ordnance Island. Demand from these developments will provide a modest increase to the demand for sanitary water and wastewater proportional to the number of people using the facilities.

c) Hotel Development

There are plans for a major redevelopment on the old Club Med site around Fort Victoria. Proposals currently consists of a 100 bed hotel, 71 condominiums, 39 villas, 12 detached residential houses as well as a beach club, golf club and spa. Potentially this could produce wastewater in the region of 50,000 to 70,000 USgpd. Currently development proposals indicate the new hotel will provide its own fresh and sanitary water systems and will have a modern wastewater treatment facility just to the south of Old Military Road.

d) Golf Course

As part of the Hotel development a golf course is expected to be redesigned. This will include an irrigation system to maintain the golf course and the possible use of fertilizer and pesticides. The wastewater from the hotel complex could be used for irrigation. Within the study outcomes the value of reusing treated wastewater for irrigation of golf courses, providing that it is of a suitable standard, should not be underestimated. Comparison to the cost of using potable water for irrigation should be factored into any return on investment proposal to create a wastewater reuse capacity.

e) Cruise Ships

There are various options available to increase the number of cruise passengers in the town. This included a review of the modifications to the town cut to allow a Panamax class cruise ship to enter St George's harbour. These cruise ships are expected to have modern wastewater treatment facilities on board but may still need to discharge wastewater into the Town's system if the duration of their visit is such that their wastewater tanks become full before they leave the harbour. Due to the effect of the nutrient in the treated wastewater the Department of Environmental Protection has a policy which prevents discharge of treated wastewater within its waters. Most post-Panamax ships will store their highly treated wastewater in ballast tanks while along side, such as at Dockyard. In addition, smaller and most likely older cruise ships could dock in St George's for one or two days duration whilst on multiport or repositioning cruises. Typically these ships will not have waste treatment facilities on board and will require pumping untreated black and grey water into the St George's waste streams.



3.3. RELEVANT ISSUES AND CONCERNS

The Parish of St George's is facing pressure due to number of issues:

- Unknown demand for services arising from proposed Hotel Development
- Bathing Water Quality concerns for beaches
- Less reliable rainfall patterns
- Budget constraints
- Age and condition of facilities (mechanical/electrical reliability, deterioration of piped system)

Recent problems experienced have included:

- Widespread shortages during an extended period of low rainfall in 2005, 2009 and 2015.
- Lack of ability to supply truckers with water during low rainfall periods and during periods of equipment failure/maintenance

Other issues or concerns that deserve review to ensure long term reliability, safety and public health include:

- Monitoring of water quality
- Public education
- Conservation
- Dangers of cross-contamination
- Control/regulation of water suppliers and truckers
- Monitoring – control of wastewater discharges and Bathing Water Quality
- Ability to assess the condition of infrastructure
- Determination of the full requirements to bring infrastructure to reliable and sustainable state

A key element of the Study is the need to evaluate the value of synergies between major service providers including:

- Levels of service
- Reliability (asset management, redundancy)
- Distribution system pressures
- Location (adjoining systems)
- Operations cost, or costs to the consumer

Through evaluation of these synergies and assessment of the various service providers and service areas, emphasis will need to be placed on the development of a flexible structure to embrace all service providers across the Parish. The possibility of joint utility service provision with the BLDC located across the St George's Harbour and/or any future Hotel developments should be considered as a key development option. Connecting infrastructure planners with business, social and environmental entities that have a common need is beneficial for all parties. Consideration should also be given to other utilities (energy, telecom etc.), the Airport and the agricultural industry

3.4. AVAILABLE INFORMATION

The following information can be made available at the Ministry of Public Works offices during the request for proposal process and will be available to the successful proponent.

- Background studies and reports undertaken for the Government system as well as for the St George's Town and BLDC service area systems
- Government GIS mapping including aerial mapping, topography, environmental features, lot fabric, road network, existing infrastructure, and existing utilities

During the period of the study an electronic drop box will be established to hold all relevant information.



4.0 PROJECT REQUIREMENTS

4.1 Basic / Normal Services:

The included Instructions to Bidders document describes the proposal submission requirements.

The Terms of Reference document describes the project scope, Consultant and Government duties and the expected results. In addition, the basis of payment and insurance requirements are also addressed.

4.2 Additions / Deletions to the Services and Scope Amendments:

The Ministry, at its sole discretion, may request, in writing, additional services, deletions to the Services or changes in the Scope of the Services to be undertaken as described in these Terms of Reference. Should the Consultant not be capable of performing the revised services or scope amendments to the Ministry's satisfaction, proposals may be solicited from other consultants with the necessary resources.

The rates provided in the Prices and Rates Quotation Form of the Information to Consultants shall be used to price additional Services, deletions from the Services or scope amendments. Where services are outside the scope of the Additional Services Form, payment shall be negotiated by prior agreement with the Consultant.

If agreement cannot be reached regarding the additional or deleted Service or price, the Ministry reserves the right to commission others to perform the additional services or all of the services.



5.0 PROJECT SCOPE

5.1 Background Information Review

Review relevant reports, drawings and other pertinent data related to the project including the following:

- previous water and sewage plans and reports;
- current capital budget;
- current utility charges and their development;
- historical operation and maintenance costs;
- Bermuda Forward Planning Strategy and Review Report and Issues Papers which identify population, housing, land use and land availability forecasts.

The consultant will be required to familiarize himself with the study area, current and long term planning vision, prior technical decision making processes, ongoing projects and available system data. Any gaps found in the background information will be required to be notified to the Government as soon as they become apparent.

5.2 Consolidate Water and Sewage Systems Information

- 5.2.1 Customer and service area data to be collected and summarized through the use of Databases.
- 5.2.2 Define number of customers and types of customers for each water and sewage service at different time horizons for the study - existing, 2020, 2030 and 2040.
- 5.2.3 Document water supply sources, supply systems and sewage facilities to identify system constraints and available system capacities.
- 5.2.4 Undertake stakeholder workshops to assist with the documentation of the level of service (ie: cistern top-up, potable at pressure, with storage and flushing water supply, etc.)
- 5.2.5 Determine what gaps in information exist and indicate the best method of filling these gaps within the timeframe available for the study.

5.3 Define Base Design Criteria

5.3.1 Establish design criteria for the various water users in St George's including:

- Traditional cistern supply from rain water
- Potable supply at pressure and/or tank top up
- Fire Hydrants
- Urban and tourist centres
- Cruise ships & Marinas
- Water trucker/hauler requirements

The design criteria must include for different time horizons for the study - existing, 2020, 2030 and 2040.

5.3.2 Establish design criteria for the various sewage discharges in St George's Parish including:

- Sewage waste from traditional cistern supply from rain water
- Sewage waste from potable supply at pressure and/or tank top up
- Sewage waste from urban and tourist centres
- Sewage waste from cruise ships and marinas



5.3.3 The following criteria should be established for each water user category:

- Residential, institutional and commercial per capita consumption
- yearly average,
- maximum day in a year
- minimum day in a year
- instantaneous peak hour

The criteria must be defensible and form the basis of all future needs. The development of criteria will allow for the impact of a sensitivity analysis to consider climate change, conservation and other potential efficiency programmes. Affects of system operation must be considered i.e. contemplation of a lower level of service arising from a deferral or reduction in capital infrastructure.

5.3.4 The following criteria should be established for each sewage discharge category:

- residential, institutional and commercial per capita discharge
- yearly average,
- maximum day in a year
- minimum day in a year

The criteria must be defensible and form the basis of all future needs. The development of criteria will allow for the impact of a sensitivity analysis to consider climate change, conservation and other potential efficiency programmes.

5.4 Service Needs Forecasting

5.4.1 Based on coordination with the Government Department of Planning Forward Planning Team, establish best available forecasts beyond 2015.

5.4.2 Utilizing forecasts and base design criteria develop water demand and sewage waste for service populations at different time horizons for the study - existing, 2020, 2030 and 2040.

5.4.3 Establish seasonal forecasts.

5.4.4 Establish tourist related demands and peaking factors. Tourist related demands should consider cruise ships, marinas, golf course and hotels.

5.5 Water Supply and Sewage System Roles and Responsibilities

In order to efficiently plan for the development, implementation, financing, jurisdiction and operation/maintenance of the water and sewage systems across the Parish of St George's, a critical first step is to define the roles and responsibilities of the existing and potential partners.

Key tasks required to support this goal are outlined below.

5.5.1 Consolidate background information on each water supply system, and sewage system to establish an all encompassing management operation.

5.5.2 Evaluate constraints and opportunities within each service area and management practice.

5.5.3 Develop and evaluate alternative service provision models.

5.5.4 Evaluate service models with in-depth involvement of stakeholders.

5.5.5 Utilizing stakeholder workshops develop a rationale for improved structure of service delivery indicating advantages for each stakeholder under a revised governance model.

5.5.6 Define mandates, roles and responsibilities of all stakeholders.

5.5.7 Provide recommendations and agreement requirements.



5.6 System Standards and Approval Requirements

The goal of this task is to provide assurance to the end service user that all water and sewage systems are being planned and operated to a consistent level of service.

- 5.6.1 Provide recommendations on level of service to be provided in the respective service areas across the Parish including availability of water supply, water pressure at the customer, provision at times of high demand, provision of adequate sewage collection, proper disposal of sewage waste
- 5.6.2 Consolidate and update standards for operating practices including policies and standards for operation, maintenance and treatment of both water and sewage
- 5.6.3 Develop decision making flow chart for the approval of new infrastructure to facilitate the understanding of the need for development and the manner of implementation.

5.7 Develop and Evaluate Water and Sewage Servicing Strategies

The key objectives of this task are to combine the development and evaluation of the service strategies to address all 3 principal needs:

- Addressing the current conditions/constraints;
- Utilizing the existing systems and providing new infrastructure to meet the current and future requirements; and
- Addressing levels of service to meet compliance/regulatory conditions and determine water and sewage disposal needs

It is anticipated that a range of alternative solutions will be developed. The final evaluation will consider natural environment, social environment as well as technical/financial metrics.

- **Biodiversity and Natural Environment.** Healthy habitats and ecosystems are important for the well-being of residents and Bermuda's tourism product. Chances to maintain/increase the natural environment should be highlighted and demonstrated.
- **Environmental Footprint and Impact.** Natural resources (fossil fuel, material, water inputs) are used to meet the needs of a community. Consumption of these resources and waste can impact the population in several ways (climate change, water quality, excess). It is important to recognize and address how a development influences the environmental footprint.
- **Culture and Heritage.** Distinctive values and traditions should be celebrated for their historic significance. Income-earning opportunities and competitiveness are increased when culture and heritage are embedded into infrastructure planning.

Servicing strategies to be developed based on recommended service supply responsibilities and service areas. Alternatives to be considered should include but not be limited to:

- maintaining status quo
- maintaining or increasing sewage treatment and/or collection
- maintaining or increasing piped potable water supply service areas
- maintaining, increasing or eliminating piped flushing water supply service
- maintaining or improving fire fighting systems

Particular emphasis will be required to focus on a modular expansion process given the uncertain nature of hotel and tourist development in the Parish. All development will be required to be a phased process.



Identify the adequacy of existing key service infrastructure under - existing, 2020, 2030 and 2040 conditions. The alternative service provision strategies will be developed and evaluated using modeling tools. The model runs will be developed for interim planning period as well as alternative operating conditions. Scenario simulations will define infrastructure location and sizing and will support analysis of the level of service being maintained in existing servicing areas and being established in growth areas. The models should be developed to indicate the viability of alternative locations for water production and sewage treatment and disposal.

The evaluation will drill down for each servicing alternative to sufficient detail to have an acceptable level of accuracy in:

- Capital & Operation Maintenance costs
- Phasing
- Land requirements
- Community impacts
- Future growth potential
- Constructability
- Sustainability
- Technologies likely required to meet service quality demands
- Approval Requirements

The evaluation metrics must be clearly defined and will cover more than simply technical and costing implications.

5.8 Develop Alternative Financing Programs

Prior to the review of any proposed capital program arising from this master plan there will need to be an overall review of alternative financing models with all stakeholders. It will be a priority for all stakeholders to understand the overall financial implications arising from the plan. The financial model analysis will reference the service needs and service areas determined under earlier tasks. It will be based on a strong understanding of the service users and revenue generators. The analysis will include but not be limited to:

5.8.1 Identification of current and potential revenue sources from

- Bermuda Government
- Town of St George's
- BLDC
- Service Users

5.8.2 Identify current and potential categories of service users

- Development that is self-sufficient with safe sewage disposal
- Development that require a safety net under drought conditions
- Properties that rely on piped system for tank "top-up"
- Properties that utilise a sanitary water flushing supply
- Properties that are piped for all water supplies
- Properties connected to the sewage disposal systems



5.8.3 Evaluate potential and alternative financing programs which may include but not limited to:

- Service-user pay
- Government funding
- Public/private/partnerships (PPP)
- Build/operate/transfer (BOT)
- Development charges
- Property Water/Sewage rate restructuring

Water infrastructure has been funded by agencies worldwide that meet certain criteria for climate change adaptation or mitigation, green technology or energy interests. External grants options and criteria should also be included in the RFP. These should not be limited to the World Bank, United Nations, European Union Overseas Entities, United Kingdom International Development Fund and Caribbean Community Climate Change Centre.

5.8.4 Evaluate the feasibility of establishing an entity with a private company structure to take full or partial control of water and sewage services within the Parish. This should include a legislative review and a recommended legal framework to establish such a Company.

5.8.5 Government revenue generation and employment are important economic indicators for Bermuda. Infrastructure developments should aim to provide local jobs and occasions to upscale the workforce.

5.9 Public Education and Consultation

It is essential that throughout the study there is strong public consultation. The development and evaluation of the components of this project are to be transparent and involve as much local knowledge and insight as possible. At the commencement of the study a public website is to be developed. It will define the issues and the goals and will be updated over the course of the project. The website is to allow e-mail input from the public and the opportunity to subscribe to an electronic project newsletter during the study period.

Parallel to the operation of the website the consultant will produce effective communication materials and organize a series of public workshops to reach out to the public at key milestone deliverables for the project. In the final stages a public information center will be established to summarize the overall process and decision making and receive comment prior to finalizing the Plans recommendations.

A stakeholders committee will be established and meet regularly throughout the project. Key members of the stakeholder committee will include:

- Bermuda Government Public Works staff
- St George's Town Council representatives
- Bermuda Government Health, Forward Planning, and Environment staff
- BLDC
- Water Truckers Association
- Large Private Developers/Hotels

A key deliverables plan will be submitted by the consultant at the commencement of the project identifying at least 3 stakeholders' committee workshops. Overall public information dissemination should follow typical public consultation approaches such as the Ontario Class Environmental Assessment process.



5.10 Water System Management Tools and Technologies

Based on the review of available information, tools and practices of Ministry of Public Works, BLDC and the Town of St George's, provide recommendations on a future implementation program of best practices and water and sewage system management tools and technologies including:

- GIS systems
- Hydraulic modeling platforms and associated modules
- Asset inventory and management practices and tools
- Overall computer software and hardware requirements
- Operations and maintenance practices and equipment (this could include water quality monitoring and sampling, pressure and flow monitoring; water storage level monitoring; remote monitoring and control; performance testing, flushing practices, etc.)



6.0 DUTIES OF THE CONSULTANT

6.1 Deliverables

It is envisaged that a minimum timeframe for the Study is four months. The Consultant shall establish milestones for each of the major tasks as the study progresses. Summary reports shall be prepared at these milestones. The reports will ensure that the information available and decisions made are accurate and support the following:

- Baseline Report
- Policy Report
- Servicing Strategy and Implementation Program Report
- Public Consultation and Education Report
- Final Comprehensive Documentation

Each of the reports shall include but be limited to:

6.1.1 Baseline Report

- Summarize background information
- Consolidate existing system data
- Document design criteria
- Document population, employment and water forecasts
- Identify existing system constraints and opportunities

6.1.2 Policy Report

- Summarize key policies for planning, implementing and operating/maintaining the water and sewage systems
- Document recommended roles, responsibilities and mandates for all service suppliers, distributors and operators within the Parish
- Document key standards and approval requirements

6.1.3 Servicing Strategy and Implementation Program Report

- Document servicing strategy development and evaluation
- Document financial analysis for implementation and cost recovery
- Document public consultation and education process
-

The consultant shall complete the Master Plan in a similar manner to the Ontario Class Environmental Assessment Process. It is expected the study will follow the typical Phase 1 and Phase 2 Master Plan Process.

6.2 Meetings

The Consultant shall meet with the Government Representative as required.

6.2.1 Teleconference Meetings

On a monthly basis, the Consultant shall arrange for a telephone conference with the Ministry Representative to discuss the progress of the Services. Minutes of the meeting shall be recorded and provided to all parties.



6.2.2 Project Meetings

The Consultant shall allow for a minimum of four (4) project meetings with the Ministry in Bermuda. The Consultant is required to identify when the Ministry meetings will be undertaken. The Consultant shall identify in the proposal the need for any additional meetings that may be required. The Consultant shall allow for a minimum of two (2) project meetings with the Client in Bermuda for Phase 1 of the project and allow for a minimum of two (2) project meetings with the Client in Bermuda for Phase 2 of the project. The Consultant is required to identify when the Client meetings will be undertaken.

6.3 Document Investigation

The Consultant shall carry out investigations and inspections of the existing information available in sufficient detail as to permit an informed RFP to be prepared.

6.4 Documentation

All documentation produced and submitted will remain the property of the Government of Bermuda.

Project documentation is to be provided as project milestones are achieved.

All reports must be provided to Ministry of Public Works with five (5) copies in draft for review. Ten (10) copies of final reports with digital copies must also be provided. All drawings are to be provided in pdf and AutoCAD format.

Separate Progress Reports based on the deliverables specified in Clause 6.1 are to be provided as the project progresses.



7.0 DUTIES OF THE GOVERNMENT

- 7.1 The Government will meet with the Consultant as required.
- 7.2 The Government will provide existing background information.
- 7.3 The Government will facilitate intergovernmental communications.
- 7.4 The Government will provide guidance on the format required for the Final Report and will document and provide comments for inclusion into the Final Report.
- 7.5 The Government will assist with the preparation of the documents for Phase One and Two by providing guidance on the format required for the documents. The Government will review the submitted document and provide comments for inclusion into the Final Report document prior to any public release.
- 7.6 The Government will review all submission reports noted in Clause 6 and provide comments to the Consultant and will endeavor to respond with review comments to reports and submittals within fifteen (15) working days.

8.0 METHOD OF PAYMENT

- 8.1 The payment for all Services shall be in accordance with the Prices and Rates Quotation Form which forms part of the Information to Consultants document and shall be based on the time basis consistent with the Conditions of Contract. The prices quoted in the Consultant's proposal shall provide full compensation for all labour, expenses, materials, equipment, insurances, subcontracting and consulting expenses and incidentals required to carry out the whole of the Services of this Agreement.
- 8.2 Progress claims prepared by the Consultant shall be submitted to the Government's Representative monthly, and include all fees and expenses associated with the Services performed during the preceding period. Payment shall specifically be made based on attaining the identified tasks
- 8.3 Payment shall be made monthly in arrears by the Government upon receipt of an approved progress claim from the Government's Representative. All progress claims shall include a description of the Services performed, number of hours of effort expended and rates and all supporting information for attaining tasks.

9.0 PROJECT CONTROL

The Consultant shall report to a Project Manager to be assigned by the Ministry of Public Works.

10.0 SCHEDULE

A schedule shall be submitted with the proposal outlining the proposed timelines for the deliverables based on Section 6.0 of the Terms of Reference.

End of Section *****

LIST OF ANNEXES



GOVERNMENT OF BERMUDA

Ministry of Public Works

**Department of Works and
Engineering**

Provision of Engineering Services-25yr Master Plan
Water & Wastewater Services
for St George's Parish Bermuda

Terms of Reference
Page | 17

The following information is included in these Appendices:

Appendix A – Existing Bermuda Legislation and Reports



ANNEXE A – Existing Bermuda Legislation and Reports

The following documents are important sources of information on the regulations and water systems in Bermuda. These reports form the basis for the review of existing information..

1. **The Water Resources Act 1975**, Title 20, Item 14, Laws of Bermuda.
2. **Water Resources Amendment Act 1998**, Laws of Bermuda.
3. **Public Health (Water Storage) Regulations 1951**, SR&O 69/1951, Title 11, Item 1(k), Laws of Bermuda.
4. **Development and Planning Act 1974**, Title 20, Item 1, Laws of Bermuda.
5. **Development and Planning Amendment Act 1997**, Laws of Bermuda.
6. **Development and Planning Amendment Act 1998**, Laws of Bermuda.
7. **Development and Planning (Wells and Boreholes) Order 1976**, SR&O 15/1976, Title 20, Item 1(i), Laws of Bermuda.
8. **Department of Works and Engineering Act 1984**, Title 19, Item 1, Laws of Bermuda.
9. **Department of Works and Engineering Amendment Act 2006**, Laws of Bermuda.

Note: All Bermuda legislation is available online at www.bermudalaws.bm or www.laws.gov.bm.

End of Section *****



Response Submission Forms

(Note: all sheets form part of the proposal)

Bidder shall complete the attached appendices to facilitate their submission of response to this RFP in addition to the Proposal Submission Requirements stated in Instructions to Bidders.

Please note: You **MUST** identify the Prime Contractor. Both the Prime Contractor and Sub Contractor must each complete the sections below.

Acknowledgement letter	1 page
Response Submission Form	1 pages
Company Details Forms	4 pages

Financial Proposal Documents

Price and Rate Schedules	3 pages
--------------------------	---------



Acknowledgement letter

[Location, Date]

To: **Department insert name**
Insert Address
Hamilton,
Bermuda

Dear Sirs:

We, the undersigned, offer to provide the **Insert name of consulting services** in accordance with your Request for Proposal (RFP) dated (**insert date**) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal (including the completed response submission forms, Certificate of Non Collusion etc.), and a Financial Proposal (including complete the Price and Rate Schedules forms) sealed under a separate envelope.

We are submitting our Proposal in association with: [*Insert a list with full name and address of Company and each associated Consultant*] Any exceptions to the requirements and terms of the RFP are clearly identified and outlined in a separate section clearly marked "Proposal Exceptions" as a part of my submittal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Request for Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our proposal is accepted, to initiate the consultancy services related to this assignment no later than the date indicated

If selected by the Government as the Bidder, I agree to abide by the terms and conditions specified in this RFP. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]



RESPONSE SUBMISSION FORMS

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

Provision of Engineering Services- to develop the 25yr Master Plan Water & Wastewater Services for St George's Parish, Bermuda

PROPOSAL TO: The Government of Bermuda, Ministry of Public Works.

- 1. We confirm that we, the undersigned, are conducting business as a proper legal entity and are not delinquent in making payments for outstanding debts for Government receivables such as Social Insurance contributions, Payroll Tax and Public Works (formerly Works & Engineering) fees.
2. We confirm that we have submitted a bona fide Proposal, intended to be competitive and we have not fixed or adjusted our Price by or under or in accordance with any agreement or arrangement with any other bidder
3. Having examined the Documentation and Addenda Nos. _____ inclusive for the execution of the above named Provision of Services, we, the undersigned, offer to provide the Service in accordance with the Proposal Submission requirements, the Instructions to Bidders and Terms of Reference (herein called the Solicitation Documents) for rates as indicated in the Price and Rate Schedule form as per the conditions of submission..
4. We acknowledge that the all Response Submission Forms are part of our proposal submittal.
5. We undertake, if our Proposal is accepted, to commence the services as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to provide the services comprised in the Contract Documents for the duration stated in the Proposal Documents.
6. We confirm that our Proposal shall remain open for acceptance by the Government of Bermuda for a period of Ninety (90)calendar days from the date of this undertaking and we shall not withdraw this Proposal during this period.
7. Unless and until a formal Agreement is prepared and executed this Proposal, together with your written acceptance thereof, shall constitute a binding agreement between us.
8. We understand that you are not bound to accept the lowest or any tender that you may receive.
9. I/We consent to the collection and use of the information I/we give to the Government of Bermuda in response to the solicitation document and agree to waive any right to challenge any decision made by the Government to disclose the information.

Dated this _____ day of _____, 2015

SIGNED:

(Signature) _____ in the capacity of _____

(Block letters) _____

Duly authorized to sign tenders for and on behalf of:

(Firm) _____

(Address) _____

WITNESS:

(Signature) _____

(Block letters) _____

Occupation _____



Company Details
/Bank Reference/Client References
(Note: This sheet forms part of the Technical proposal)

Legal Name of Company: _____

Total number of employees: _____

Total number of Bermudian employed _____

Head Office Address: _____

Local Office Address: _____

Duly Authorized Official: _____

Representative for the Purposes:
Hereof, Email, Telephone and Facsimile Number _____

Description of Company: *(fill in where applicable (a, b, c or d))*

(a) Incorporated Company (Name) _____

(Please ensure copy of Incorporation of Company is included with response)

Date and Place of Incorporation _____

Names of Principal Officers

President _____

Vice-President _____

Secretary _____

Treasurer _____

Names of Principal Shareholders

Company's incorporation document attached

Yes.....No.....



RESPONSE SUBMISSION FORMS

(Note: This sheet forms part of the Technical proposal)

Company Name: _____

(b) Partnership or affiliate #1 (Name) _____

Date and Place Established _____

General or Limited Partnership _____

Principal Partners, Country of Residence _____

Total number of employees _____

(c) Partnership or affiliate #2 (Name) _____

Date and Place Established _____

General or Limited Partnership _____

Principal Partners, Country of Residence _____

Total number of employees _____

(d) Sole Proprietorship (Name) _____

Date and Place Established _____

Name and Address of Proprietor _____

Total number of employees _____

(e) Other (Please provide adequate details if none of the above)

If the Bidder is a subsidiary of, affiliated with or associated with other organizations, please provide details:



RESPONSE SUBMISSION FORMS

(Note: This sheet forms part of the Technical proposal)

Company Name: _____

Insurance details:

Workers Compensation Insurance carried: BD\$ _____

Professional Indemnity Insurance carried: BD\$ _____

Commercial Grade Liability Insurance carried: BD\$ _____

Payroll Tax and Social Insurance Details:

Bermuda Company Payroll Tax number Prime (if applicable): _____

Bermuda Company Social Insurance number Prime (if applicable): _____

Bermuda Company Payroll Tax number Sub 1 (if applicable): _____

Bermuda Company Social Insurance Number Sub 1 (if applicable): _____

Bank Reference:

Please attach a bank reference letter for both the Prime and Sub Contractor(s) with your submission.

Project References

1. The following contracts have been satisfactorily completed in the last two (2) years for the persons, companies or authorities indicated:

	Year	Type of Work	Contract Amount	Location, for Whom Performed Services
(a)				
(b)				
(c)				

2. The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named):

	Name	Title	Address	Telephone
(a)				
(b)				
(c)				



RESPONSE SUBMISSION FORMS

(Note: This sheet forms part of the Technical proposal)

Prime and Subcontractor(s) must each complete these forms

Company Name – _____

We confirm that we, the undersigned, are conducting business as a proper legal entity and are not delinquent in making payments for outstanding debts for Government receivables such as Social Insurance contributions, Payroll Tax and Public Works (formerly Works & Engineering) fees.

SIGNED:

(Signature) _____

(Block letters) _____

ON BEHALF OF:

(Company) _____

DATED: _____

Dated this _____ day of _____, 2015

SIGNED:

(Signature) _____ In the capacity of _____

(Block letters) _____

Duly authorized to sign tenders for and on behalf of:

(Firm) _____



(Note: The following sheets form part of the **FINANCIAL** proposal)

- **bind these documents into one document clearly named ‘FINANCIAL PROPOSAL’, marked ‘ORIGINAL’, with your firm’s name, the RFP No. and the RFP name**
- **Place ORIGINAL of Financial Proposal into envelope marked “FINANCIAL PROPOSAL”, “DO NOT OPEN WITH TECHNICAL PROPOSAL”, the RFP No. and the RFP Name**

PRICE AND RATES SCHEDULE SUBMISSION FORMS

To: [Name and address of Client]

Date:[]

Dear Sirs:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with the Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures] and the Price and Rate schedules attached.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____



PRICE AND RATES SCHEDULE FORM (Page 1 of 2)
(Note: The following sheets form part of the FINANCIAL proposal)
Price Schedule 1 – Normal Services

Table with 3 columns: Task, Description, Value (BDA\$). Rows include Meeting(s) with Ministry, Development of baseline analysis and report, Policy development and report, Development of servicing strategy and report, Public Meetings / Presentations, Preliminary report, Final report, and Total Sum Payable BDA\$.

Price Schedule 2 - Additional / Exceptional Services rates

Information contained in this table shall only be used to establish payments to the Consultant for possible additional services requested by the Client

Table with 3 columns: Position, Unit, Rate(BDA\$). Rows include Project Director, Principal Engineer, Professional Engineer, Graduate Engineer, Engineering Technician/Technologist.

Fee percentage.....



PRICE AND RATES SCHEDULE FORM (page 2 of 2):

Having examined the Request for Proposal consisting of the Invitation Letter, the Terms of Reference 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:

BDA\$ _____ (words)

BDA\$ _____ (numbers)

without the prior written authorization of the Government.

Bidders shall provide a detailed breakdown of expenses and personnel assigned by project task including hours of employment and billing rates. The Bidder is encouraged to provide a list of sub categories for any Payment Item listed in the above table.

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)



Form of Agreement

This agreement is made on the _____ day of _____ 2015 between

Of _____
_____ (the Government)

And _____

Of _____
_____ (the Contractor)

The Government wishes to have the following service provided:

Provision of Engineering Services-to develop 25yr Master Plan Water & Wastewater Services for St George's Parish, Bermuda

THE CONSULTANT WILL PROVIDE THE SERVICE IN ACCORDANCE WITH THE CONDITIONS OF CONTRACT IN ACCORDANCE WITH THE CLIENT/CONSULTANT MODEL SERVICES AGREEMENT, GENERAL CONDITIONS, FOURTH EDITION, 2006, PUBLISHED BY THE FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS (FIDIC).

- The Government will pay the Contractor the amount due and carry out his duties in accordance with the conditions of contract identified in the Contract Data.
- The documents forming this agreement are:

- | | |
|------------------------------|------------------------------------|
| .1 Proposal Submission | .5 Prices and Rates Schedule Forms |
| .2 Instructions to Bidders | .6 Form of Agreement |
| .3 Terms of Reference | .7 Proposed Agreement |
| .4 Response Submission Forms | .8 Non-Collusion Certificate |

Signed: _____

Signed: _____

Name: _____

Name: _____

Position: _____

Position: _____

Duly authorized to sign proposals for and on behalf of:

Duly authorized to sign proposals for and on behalf of:

(Government)

(Consultant)

Date: _____

Date: _____



AGREEMENT

This Agreement dated this day of: _____ 2015

between[Name of Client]:

The Government of Bermuda as represented by the
Ministry of Public Works

of [Address of Client]:

Water & Sewage Section
Ministry of Public Works
General Post Office Building
3rd Floor, 56 Church Street
Hamilton HM CX
Bermuda

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

and [Name of Consultant]

of [Address of Consultant]

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

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

**Produce a 25 Year Master Plan to Deliver Water and
Wastewater Services for St George's Parish, Bermuda**

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 Terms of Reference
 - (e) Response Submission Forms
 - (f) Price and Rate Schedules
 - (g) Form of Agreement
 - (h) 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: Ministry of Public Works
General Post Office Building
3rd Floor, 56 Church Street
Hamilton HM CX
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.

SAMPLE



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 25 Year Master Plan to Deliver Water and Wastewater Services for St George's Parish, Bermuda

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) Consultant'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:

Ministry of Public Works

Water & Sewage Section
General Post Office Building
3rd Floor, 56 Church Street
Hamilton HM CX

Bermuda

Contact Name: J Tarik Christopher

Phone: (441) 295- 5151

E-mail: tjchristopher@gov.bm

(ii) Consultant’s address:

Contact Name:

Phone:

E-mail:



1.9

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

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

2.0

The Client

2.7

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: Bermuda Dollars.

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;
12 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 (BDAS\$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 (BDA\$1,000,000)

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

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

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



8.0 Disputes and Arbitration

8.3

Arbitration

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

8.3.2 Rules for Arbitration:

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

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

SAMPLE



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 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.



GOVERNMENT OF BERMUDA

Ministry of Public Works

Department of Works and Engineering

CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the tenderer/bidder

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive Tenders from all persons Tendering. In recognition of this principle, all companies submitting a tender will be required, by way of the signature of the Company Principal, state their agreement to the statements below, which indicates that the tender has been submitted without any form of collusion.

The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all bidders. Any bids 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 process, the bidder 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 bidder and/or any party involved in the matter.

False submissions may also exclude the bidder, and any other person or company involved in collusion, from bidding for future contracts tendered by the Government of Bermuda.

Confirmation of non-collusion

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender 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 additional information, other than that contained within the tender pack, or supplementary information provided to all bidders.

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 tender administrator the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender 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 tender.

Signed

(1) _____ Status _____

(2) _____ Status _____

for and on behalf of

Date _____