



**Ministry of Education**

**Ministry of Education Headquarters**

**Request for Proposals**  
**For**  
**School Redesign and Signature School Consultancy**

Request for Proposals No.: **MOE19/01**

Issued: **Friday, August 30, 2019**

Submission Deadline: **Friday, October 04, 2019 04:00:00 PM AST**

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# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) to prospective proponents to submit proposals for **School Redesign and Signature School Consultancy** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

### Introduction

The Ministry of Education Headquarters (the “Ministry”) of the Government is pleased to release this RFP inviting proposals for consultancy services to work with the Ministry and the Department of Education (“the Department”) to:

- Restructure the Bermuda Public School System;
- Redesign schools; and
- Design new specialized schools.

This is in support of the transformation of public education as articulated in the community-developed strategic plan, entitled Plan 2022: The Strategic Plan for Bermuda Public School Education. Plan 2022 is currently entering its second year of implementation by the Department, and is available at: [Plan 2022](#).

The Annual Report for Plan 2022, provides insights about some of the key milestones for the five strategic priorities for the period January 2018 to March 2019, and is available at: [Plan 2022 Annual Report 2019](#).

### Restructuring, School Design and Redesign

The Ministry understands restructuring, school design and redesign (hereafter referred to as “school (re)design”) as a remaking of schools and our school system in line with our vision for 21<sup>st</sup> century education for better educational delivery and outcomes for *all* of our students.

Therefore, in broad strokes, (re)design includes not only the structure of the school system, and schools, but also what happens within our school buildings. This includes:

- High-quality leadership and teaching;
- Curricula and programmes that are diverse and meaningful to *all* students;
- Positive school climates and cultures;
- Physical environments that optimize learning and support and challenge the potential of our students; as well as,
- Involving and engaging students, families and staff in the development and implementation process for school re(design).

Therefore, (re)design is intended to support meaningful and authentic 21<sup>st</sup> century teaching and learning to help achieve our powerful community-developed vision, where: “All students are educated to lead personally and professionally, compete locally and contribute globally.”

Our vision is also supported by our mission: “To provide all students with equitable access to holistic, varied, and high quality instruction that is culturally relevant and empowers students to reach their full potential.” Both the vision and mission are derived from Plan 2022.

We also want to ensure that any school design and redesign embeds within it, Bermuda’s social, political, economic and cultural history and current context, the views of our stakeholders and community partners, and is consistent with our commitment to deliver Plan 2022.

### **The Government’s Commitment**

More specifically, the Government has committed to:

1. Moving the public education system from a 3-tiered structure for compulsory education, consisting of primary, middle and senior schools (and which also includes an alternative programme and a special school for all year levels) to a 2-tiered education structure, comprising primary and senior schools by September 2021; and,
2. Developing and introducing specialized schools at the senior school level, akin to magnet or signature schools by September 2021.

The Ministry led by the Minister of Education requires that these commitments be achieved within the context of high-quality school redesign, school design and Plan 2022.

Therefore, the Ministry as part of the Government, is looking to contract a proponent (which could be an individual consultant or organization) with qualifications and a proven track record in school redesign and design, in order to help develop and manage the restructuring, school redesign and design process for the Bermuda Public School System.

The consultancy services will include:

- The planning and (re)design of the school system and schools;
- 21<sup>st</sup> century improvements in the quality of teaching and learning and physical learning environments;
- Stakeholder involvement, engagement, communication and consultation;
- Implementation and delivery;
- Professional development; and
- The production of reports to include findings, proposals and recommendations, in addition to a post-implementation assessment as part of our efforts towards continuous improvement.

## **OVERVIEW AND BACKGROUND INFORMATION**

The Ministry comprises the:

- Ministry Headquarters;
- Department of Education;
- Department of Libraries and Archives; and,
- Bermuda College.

The Ministry is led by the Permanent Secretary of Education whose role is to provide an executive management relationship between the Minister of Education and the departments and quango (Bermuda College) that fall within the Minister's portfolio. The main objectives of the Ministry are:

1. To develop strategic policy for the public school education system that improves teaching and learning in the classroom.
2. To implement policies focused on enhancing parental and community involvement and participation in the education system.
3. To educate the community through education, social and recreational resources that prepare, inform and engage life-long learning and access to initiatives that meet the needs of Bermuda residents.

Generally, the Minister of Education, who is politically appointed, is responsible for the supervision of compulsory education for children within the compulsory school age (generally from 5 to 18 years) range as per the Education Act 1996 and subsidiary legislation.

The Ministry ensures compliance with Government and Ministry legislation, rules, regulations, policies and procedures as part of its overall efforts to transform public education. Legislation is drafted to help support the Department of Education's objectives directly related to student improvement.

The Ministry also provides strategic leadership and policy direction that support the quality of delivery teaching; and an inclusive and progressive learning environment to improve student learning and achievement for every child.

## **THE BERMUDA PUBLIC SCHOOL SYSTEM**

As previously stated, our vision and mission are as follows:

**Vision:** All students are educated to lead personally and professionally, compete locally and contribute globally.

**Mission:** To provide students with equitable access to holistic, varied, and high quality instruction that is culturally relevant and empowers students to reach their full potential.

Under the leadership of a Commissioner of Education, the Department of Education comprises eight sections:

- Educational Standards and Accountability (consisting of Principal supervision; teaching and learning; and attendance and registration);
- Academics (consisting of Curriculum and Assessment; Early Childhood, including the Child Development Programme; and Student Services Sections);
- Facilities (consisting of Building, Custodians and Transportation);
- Information Technology Infrastructure and Services;
- Finance and Salaries; and
- Human Resources.

The Bermuda Public School System serves roughly 5,000 students who attend 36 public schools comprising 10 preschools; 18 primary schools; 5 middle schools; two senior schools; and one special education school. There is also an alternative education programme that serves a small number of students.

A multi-year strategic plan (Plan 2022) was developed in 2017 for the Bermuda Public School System outlining five strategic priorities, which are to:

1. Increase academic rigour and student engagement;
2. Ensure career, college and workforce readiness;
3. Enhance the quality of teacher practice and systemic leadership;
4. Improve infrastructure and instructional resources; and,
5. Ensure system success.

Each priority stipulates key outcomes with specific adaptive and technical strategies for execution. The implementation of Plan 2022 commenced during the school year 2018/19. In April 2019, the Commissioner of Education delivered the first annual report of Plan 2022 providing stakeholders with an update of action tasks completed during the school year.

## **POLITICAL DIRECTION**

In July 2017, after a General Election, there was a change in the Government administration, with a newly appointed Minister of Education. The Government's Political Platform theme for Education focused on 'Putting Our Children and Their Future First'. In addition to other platform objectives, the Government committed to the following two objectives relevant to the consultancy request at hand:

- Implementation of the strategic plan (Plan 2022) to ensure the public school system remains nimble and modern; and,
- Reform public education by phasing out middle schools and introducing signature schools at the secondary level, which focus on the learning styles and interests of children, including academic, technical and the trades, business, sports, arts and special needs education.

It is within this context the Ministry is looking to contract a qualified proponent to develop and manage the school (re)design process for the Bermuda Public School System.

## 1.2 RFP Contact

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

Ms. Kimberley McKeown  
krmckeown@gov.bm

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

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

Ms. Kimberley McKeown

krmckeown@gov.bm

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

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

## 1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Government for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Government and the selected proponent. It is the Government’s intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of 1 year, with an option in favour of the Government to extend the agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to 6 months.

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

## 1.4 RFP Timetable

Issue Date of RFP	Friday, August 30, 2019
No Pre-Bid / Site Meeting	
Deadline for Questions	Friday, September 20, 2019 4:00 PM
Deadline for Issuing Addenda	Friday, September 27, 2019 4:00 PM
Submission Deadline	Friday, October 04, 2019 04:00:00 PM
Rectification Period	3 business days

Site Meeting or Web Conference	Wednesday, October 23 & 24, 2019
Anticipated Ranking of Proponents	Friday, October 25, 2019
Contract Negotiation Period	21 calendar days
Anticipated Execution of Agreement	Monday, December 09, 2019

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

## **1.5 Submission of Proposals**

### **1.5.1 Proposals to be Submitted at Prescribed Location**

Proposals must be submitted to:

Electronic mail (E-Mail) submissions are accepted at (krmckeown@gov.bm).

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

In the subject line of the email, please state the RFP title. Electronic Copy (E-copy) of your proposal in MS Word or Adobe PDF format.

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the deadline will be rejected.

### **1.5.3 Proposals to be Submitted in Prescribed Format**

Proponents shall submit at minimum 1 original signed hard copies of their proposal or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and an e-copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the proposal, the hard copy of the proposal will prevail. Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and will not be opened until Friday, October 04, 2019 04:00:00 PM. The full legal name and return address of the proponent should be marked on the package as well.

### **1.5.4 Amendment of Proposals**

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

### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a



notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The Government is under no obligation to return withdrawn proposals.

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

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

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Government will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

### **2.3 Stage II – Evaluation**

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

#### **2.3.1 Mandatory Technical Requirements**

The Government will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the Government as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

#### **2.3.2 Rated Criteria**

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

### **2.4 Stage III – Pricing**

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

### **2.5 Stage IV – Ranking and Contract Negotiations**

#### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive

a written invitation to enter into direct contract negotiations to finalize the agreement with the Government. In the event of a tie, the selected proponent will be the proponent selected by way of the lowest price.

### **2.5.2 Contract Negotiation Process**

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

### **2.5.3 Time Period for Negotiations**

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

### **2.5.4 Failure to Enter into Agreement**

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

### **2.5.5 Notification of Negotiation Status**

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

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

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

#### **3.1.2 Proposals in English**

All proposals must be written in the English language only.

#### **3.1.3 No Incorporation by Reference**

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

#### **3.1.4 References and Past Performance**

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

#### **3.1.5 Information in RFP Only an Estimate**

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

#### **3.1.6 Proponents to Bear Their Own Costs**

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

#### **3.1.7 Proposal to be Retained by the Government**

The Government will not return the proposal or any accompanying documentation submitted by a proponent.

### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The Government makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Government may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.1.9 Equivalency**

When proprietary names, brands, catalogues or reference numbers are specified in the Deliverables, they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The proponent may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance and if doing so must disclose any difference in the characteristics, type, quality, appearance, finish, method of construction or performance of the material or equipment.

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Government is under no obligation to provide additional information, and the Government is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Government is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

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

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **3.2.4 Verify, Clarify and Supplement**

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

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

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

#### **3.3.2 Debriefing**

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

#### **3.3.3 Procurement Protest Procedure**

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

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

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

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

### **3.4.2 Disqualification for Conflict of Interest**

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

### **3.4.3 Disqualification for Prohibited Conduct**

The Government may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Government determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.4 Prohibited Proponent Communications**

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

### **3.4.5 Proponent Not to Communicate with Media**

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

### **3.4.6 No Lobbying**

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

### **3.4.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Government; deceitfulness; submitting proposals containing

misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.4.8 Past Performance or Past Conduct**

The Government may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Government, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

### **3.4.9 No Collusion**

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

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the Government**

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

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

### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFP process, including



the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 No Process Contract and No Claims**

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

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

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Government by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Government to enter into an agreement for the Deliverables.

#### **3.6.4 Cancellation**

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

- no qualitatively or financially worthwhile offer has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;

- exceptional circumstances or force majeure render normal implementation of the project impossible;
- all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or
- irregularities require cancellation in the interest of fairness.

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

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of Bermuda applicable therein.

[End of Part 3]

## **APPENDIX A – FORM OF AGREEMENT**

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

See Annex A - sample form agreement

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

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

### 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Process Contract bidding process), and that no legal relationship or

obligation regarding the procurement of any good or service will be created between the Government and the proponent unless and until the Government and the proponent execute a written agreement for the Deliverables.

### **3. Ability to Provide Deliverables**

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

### **4. Non-Binding Pricing**

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

### **5. Addenda**

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

### **6. No Prohibited Conduct**

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

### **7. Conflict of Interest**

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

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

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

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

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

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**8. Disclosure of Information**

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

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Signature of Witness

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Signature of Proponent Representative

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Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

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Date

I have the authority to bind the proponent.

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

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

### 2. Evaluation of Pricing

Pricing is worth 20 points of the total score.

Unless stated otherwise in the RFP documents, the Agreement shall be for the whole works as detailed in these documents and based on the completed pricing information, as submitted by the proponent.

The proponent shall fill in separate prices for all items of works described in the Price Breakdown. Items against which no price is entered by the Proponent will not be paid for by the Government when executed and shall be deemed covered by the other lump sum prices in the Price Breakdown.

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

Lowest Price divide by Proponent's Price times weighting = Proponent's pricing points.

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

- (a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis:
  - (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proponent does not accept the correction of

errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;

- (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

### **3. Required Pricing Information**

See Annex B - Pricing Form



## **APPENDIX D – RFP PARTICULARS**

### **A. THE DELIVERABLES**

#### **School Redesign and Signature School Consultancy**

Working under the direction of the Ministry, and with Department and school leadership, the proponent will help plan, manage and execute the restructuring, school redesign process from inception through implementation in alignment with Plan 2022. This will include:

1. Project design, leadership and management using a structured, student-centered and stakeholder and community-engaged school design and redesign process;
2. Developing detailed, feasible and deliverable school design and redesign draft proposals for internal and external consultation;
3. Facilitating internal and external stakeholder involvement, engagement, communications and management during the development of proposals to garner understanding, buy-in and explicit support, with tailored stakeholder management plans for key stakeholders, such as Department staff, principals, teachers, parents, community partners and the broader community;
4. Strategic and operational planning for the development, execution and implementation of new and redesigned schools, including the transition from schools whose use may be discontinued and/or become obsolete to include:
  1. Recommendations for redesigned and/or designed physical learning environments consistent with 21<sup>st</sup> century teaching and learning;
  2. Draft delivery and transition plans, with timelines, demonstrating how the proposals can be successfully implemented and executed; and,
  3. Detailed cost estimates for the delivery and transition to a 2-tiered system, inclusive of specialized schools.
1. Presentations and briefings of the proposals to high-level Government officials to assist the Ministry to obtain Government approval for the preferred proposals;
2. Partnering with the Ministry to undertake a formal consultation process consistent with legal principles (known as the Gunning Principles as outlined in the section on Material Disclosures);
3. Engaging stakeholders to obtain value-added feedback to contribute to and improve any draft proposals;
4. Working with Department staff, school leaders to build capacity for the introduction of any approved redesigned and newly designed schools through the development of a multi-year professional development plan and the provision of professional development and training for Department staff, principals, teachers and other school staff to prepare and qualify staff for the delivery of education consistent with the newly designed and redesigned schools; and
5. Delivery of formal quarterly reports detailing progress of consultancy, in addition to a final post-implementation report of findings, proposals and recommendations for continuous improvements.

## **B. MATERIAL DISCLOSURES**

### **School Redesign and Signature School Consultancy**

1. The focus of the Department of Education is high quality teaching and learning to improve student achievement and the educational outcomes of all students.
2. Based on English common law, the Ministry has an obligation to consult with parents before changes, such as closure, can be made, and must carry out a consultation process that respects the following principles, known as the Gunning Principles, whereby:
  1. Consultation must take place when proposals are at a formative stage;
  2. Sufficient reasons must be put forward for the proposals to allow for intelligent consideration and response;
  3. Adequate time must be given for consideration and response; and
  4. The product or outcome of the consultation must be conscientiously taken into account in the decision-making process.

Note: More information on the Gunning Principles can be found here: [Gunning Principles Article](#).

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix B)**

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

### **2. Pricing (Appendix C)**

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

### **3. Other Mandatory Submission Requirements**

#### **MoE19/01 - Certificate of Confirmation of Non-Collusion**

Each proposal must include a signed copy of the Certificate of Confirmation of Non-Collusion form.

#### **MoE19/01 - Certificate of Incorporation**

A signed copy of the Certificate of Incorporation must be included for proponents that are companies/corporations.

#### **MoE19/01 - References**

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last three (3) years.

See Annex C - References

## **D. MANDATORY TECHNICAL REQUIREMENTS**

### **Technical Proposal**

The proponent is required to submit a proposal containing the following:

1. An articulation of its educational philosophy, values and beliefs about teaching and learning, public education, students, families and educators.
2. An articulation of its mission and vision.
3. A profile of the proponent including the names, qualifications, track record and professional biographies of key team members who will be responsible for carrying out the required services, with specific reference to the roles and assignments that each individual will play or provide for this project. Specific reference to years and nature of experience in educational leadership, school and system improvement, school redesign and design, as well as professional development experience, focused on capacity-building and change and transformation towards 21st century teaching and learning. Please also indicate if your firm intends to contract with any outside groups or individuals or hire additional staff to carry out this project. If so, please provide the names and costs of any outside group or individuals.
4. A detailed description of the services required as per the Deliverables, and in line with the vision and mission and Plan 2022 of the Bermuda Public School System.
5. A project plan, consisting of timelines, that detail the approach that will be taken, including how the services will be delivered using a structured school redesign process.
6. A detailed description of previous experience in successful school redesign and design delivery, which must include:
  - i. A portfolio evidencing previous school redesign and design
  - ii. Names and contact information of at least references from 3 distinct entities attesting to the proponent's portfolio evidence of school redesign and design
7. Detailed cost of work to deliver the services as per the required Deliverables.

## **E. PRE-CONDITIONS OF AWARD**

### **MoE19/01 - Financial Checks**

Prior to awarding a contract to the selected bidder(s), the contracting department will perform financial checks to confirm whether the bidder is delinquent in making payments to the Government for Social Insurance contributions, Payroll Tax or any other debt recorded by the Accountant General's Debt Collection Section, and will perform a check with the Bermuda

Registrar of Companies to confirm whether the bidder is a proper legal entity that is in good standing.

**MoE19/01 - Insurance**

1. The proponent shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
2. The proponent shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
3. The proponent shall also provide and thereafter maintain liability insurance in an adequate amount to cover third-party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the proponent or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**F. RATED CRITERIA**

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

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

#	Category	Weighting (%)	Threshold
1	Pricing	20	N/A
2	Qualifications and Experience	15	n/a
3	Project Plan and Delivery	35	N/A
4	Quality of Work as Demonstrated by References	10	8/10
5	Community Collaboration and Suitability - Local Benefit	20	N/A
<b>Total Points</b>		100	

**1. Pricing**

See Appendix C - Pricing

**2. Qualifications and Experience**

The proponent must have proven experience in designing, planning and implementing school redesigns; partnering with educational systems to enhance school improvement; and engaging key stakeholders for consultancy and buy-in to proposed school redesigns. The proposal will provide a portfolio of previous successful school redesign and design delivery.

### **3. Project Plan and Delivery**

1. The proponent must demonstrate capacity to carry out the work in a timely manner to meet the required schedule.
2. Please submit an overview of the project and a workplan that indicates that the firm has an understanding of the work that is required and the general approach that will be taken to undertake this work.
3. A timeline for the project delivery that includes the activities that will be undertaken to deliver the project should be provided. It should reflect an estimated starting date of January 13<sup>th</sup>, 2020 and a completion date of no later than June 19<sup>th</sup>, 2022.

### **4. Quality of Work as Demonstrated by References**

1. Please identify any similar school redesign projects as identified in the RFQ, including at least 3 school districts of a similar size to the Bermuda Public School System, along with demographic and student achievement data.
2. Please provide the names of individuals familiar with your work from these school districts who can be contacted to provide references.
3. Please provide the final school redesign reports or packages as evidence of successful completion of school redesign projects

### **5. Community Collaboration and Suitability - Local Benefit**

It is important to the Ministry of Education that any proponent understand, acknowledge, respect and work within the Bermudian educational system and community context.

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

- Engagement and collaboration with local stakeholders and community partners;
- Engagement of Bermudian employee (%) during the project ;
- Use of local businesses in the proponent's supply chain; and
- Use of local sub-contractors (if applicable);

See Annex D - Local Benefits Form

## **APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION**

### **Notes for the proponents**

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

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

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

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

### **Confirmation of non-collusion**

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

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

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

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

Signed

(1) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

(2) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

for and on behalf of \_\_\_\_\_