



Ministry of Health

Department of Health

Request for Quotations

For

Cleaning Services for the Department of Health Clinics

Request for Quotations No.: **MOH 24-01**

Issued: **Monday July 15, 2024**

Submission Deadline: **Friday September 06, 2024 05:00:00 PM Bermuda local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to submit non-binding quotations for **Cleaning Services for the Department of Health Clinics**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Department of Health (DoH) is seeking submissions from established cleaning firms to provide cleaning and sanitization services at the following clinical facilities for three years that may be extended for one additional 1 year based on the availability of funds and the satisfactory performance of the Contractor.

- Hamilton Health Center and Annex - 67 Victoria Street
- Warwick Clinic – 68 Middle Road, Warwick
- Mangrove Bay Clinic – The Armoury, 55 Mangrove Bay Road, Sandys (upon completion of renovations)
- Police Clinic – 10 HQ Hill, Prospect, Devonshire.
- The Hamilton Health Center and Annex will require a dedicated staff member (Hamilton Health Center Custodian) to be on site during the work week.

It is important to note that the successful Contractor’s employees must comply with safety, health and security requirements and will require security clearance and, where applicable, work permits. It is also important to note that the DoH clinics will be looking for a solution that takes into account, where practical, the environmental impact of cleaning materials used.

The quality of cleaning services is a reflection of the DoH Clinic's image and its ability to provide superior customer service in a safe, attractive and clean environment. The successful Contractor is expected to meet minimum safety, efficiency, and quality standards. It is also expected to ensure on-site managerial personnel with experience and expertise in providing cleaning services during the hours of cleaning. The DoH requires the successful Contractor to maintain reasonable employment standards.

Fees shall be charged on a monthly basis, payable monthly in arrears.

The successful Contractor shall be responsible for providing to the satisfaction of the DOH appointed manager a full Cleaning Service to the premises.

The successful Contractor shall be responsible for supplying all labour, equipment, and consumables necessary to perform the work.

1.2 RFQ Contact

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

Kevin Monkman, Consulting Infrastructure Manager, at email: kmonkman@gov.bm

Respondents 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 RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

Prior to the Submission Deadline noted in the RFQ Timetable below, respondents that download this file and intend to respond to this RFQ are required to register their interest with the RFQ Contact by emailing their company name and contact information to

Kevin Monkman, Consulting Infrastructure Manager, at email: kmonkman@gov.bm

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

1.3 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”). It is the Government’s intention to enter into a contract with only one (1) legal entity. The term of the contract is to be for a period of 3 Years, with an option in favour of the Government to extend the contract terms and conditions acceptable to the Government and the selected respondent for an additional term of up to 1 Year.

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 RFQ Timetable

1.4.1 Key Dates

Issue Date of RFQ	Monday July 15, 2024
Pre-Bid / Site Meetings	<ul style="list-style-type: none"> • Hamilton Health Center and Annex – Tuesday, 30 July, 2024 at 12:30pm. • Police Clinic – Wednesday, 31 July, 2024 at 10:30am and then Warwick Clinic at 12:00pm. • Mangrove Bay – site visit or plans available upon request.
Deadline for Questions	Friday August 09, 2024
Deadline for Issuing Addenda	Friday August 23, 2024
Submission Deadline	Friday September 06, 2024 05:00:00 PM
Rectification Period	5 business days
Anticipated Execution of Agreement	Wednesday October 02, 2024

All times listed are in Bermuda local time. The RFQ timetable is tentative only, and may be changed by the Government at any time. For greater clarity, business days mean all days that the Government is open for business.

1.4.2 Site Visit / Pre-Bid Meeting

Pre- Bid Meeting and Site Visit

One respondent's designated representative is invited to attend the Pre-Bid Meeting and Site Visits. The purpose of the meetings will be to clarify issues and to answer questions on any matters that may be raised at that stage of the procurement.

The respondent is requested, as far as possible, to submit any questions in writing, to reach the RFQ Contact not later than one week before the meeting. Non-attendance at the Pre-Bid Meeting and Site Visits will not be a cause for disqualification of a respondent.

The Pre-bid Meeting and Site Visits will take place as follows:

- Hamilton Health Center and Annex – Tuesday, 30 July, 2024 at 12:30pm.
- Police Clinic – Wednesday, 31 July, 2024 at 10:30am and then Warwick Clinic at 12:00pm.
- Mangrove Bay – site visit or plans available upon request.

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted to:

Department of Health
Cleaning Service RFQ
Continental Building
Ground Floor
25 Church Street
Hamilton HM 01
Attention: Kevin Monkman
or by email: kmonkman@gov.bm

1.5.2 Quotations to be Submitted on Time

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the respondent to deliver its quotation to the exact location (including floor, if applicable) indicated in the RFQ on or before the Submission Deadline. The Government does not accept any responsibility for submissions delivered to any other location by the Respondent or its delivery agents. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk.

1.5.3 Quotations to be Submitted in Prescribed Format

Respondents shall submit 1 original signed hard copies of their quotation or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and e-copy of the quotation is submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the quotation, the hard copy of the quotation will prevail.

The original and all copies of the quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the respondent. This authorization shall consist of a written authorization and shall be attached to the Submission Form included in (Appendix B). The name and position held by each person signing the authorization must be typed or printed below the signature. An Electronic Record of Signature will be accepted in the

submission only in accordance with the requirements laid out in the *Electronic Transactions Act 1999*. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the quotation.

Quotations should be submitted in a sealed package and prominently marked with the RFQ title and number (see RFQ cover) and will not be opened until Friday September 06, 2024 05:00:00 PM. The full legal name and return address of the respondent should be marked on the package as well.

1.5.4 Amendment of Quotations

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

1.5.5 Withdrawal of Quotations

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

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

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

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. If a quotation fails to satisfy all of the mandatory submission requirements, the Government will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its quotation will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section C of the RFQ 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 quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix D) have been met. Questions or queries on the part of the Government as to whether a quotation 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 quotation on the basis of the rated criteria as set out in Section F of the RFQ Particulars (Appendix D).

2.4 Stage III – Pricing

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

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be the respondent selected by way of the lowest price. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so

may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

3.1.2 Quotations in English

All quotations must be written in the English language only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

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

3.1.5 Information in RFQ Only an Estimate

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

3.1.6 Respondents to Bear Their Own Costs

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

3.1.7 Quotation to be Retained by the Government

The Government will not return the quotation or any accompanying documentation submitted by a respondent.

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 respondent. The contract with the selected respondent 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 respondent 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 RFQ

3.2.1 Respondents to Review RFQ

Respondents shall promptly examine all of the documents comprising this RFQ, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFQ Contact on or before the Deadline for Questions. All questions or comments submitted by respondents by email to the RFQ Contact shall be deemed to be received once the email has entered into the RFQ Contact's email inbox. No such communications are to be directed to anyone other than the RFQ Contact. The Government is under no obligation to provide additional information, and the Government shall not be responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers to be unclear. The Government shall not be responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ 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 RFQ, such information will be communicated to all respondents by addendum. All Addenda will be published online at <https://www.gov.bm/procurement-notice>. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

When evaluating quotations, the Government may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation. This information may include, without limitation, clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section C of the RFQ Particulars (Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the respondent's quotation. The Government may revisit, re-evaluate and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

If a respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with the Government's Complaints and Disputes procedures. The notice must provide detailed explanation of the respondent'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 RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the respondent 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 quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ 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 respondent'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 respondent 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 respondent, rescind notice of selection or terminate a contract subsequently entered into if the Government determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.4.4 Prohibited Respondent Communications

Respondents 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 Respondent Not to Communicate with Media

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

3.4.6 No Lobbying

Respondents shall not in relation to this RFQ 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 respondent.

3.4.7 Illegal or Unethical Conduct

The respondent represents, warrants, and covenants that, in connection with activities performed under this Agreement or on behalf of the Government, the respondent has not and will not offer, promise, authorise, pay, or act in furtherance of an offer, promise, authorization, or payment of anything of value, directly or indirectly, to a Government Official (as hereinafter defined), political party or party official, candidate for political office, or official of a public international organisation, in order to obtain or retain business, to secure an improper advantage or benefit of any kind or nature to person(s) related, associated or linked to the Government Official, or to secure or influence discretionary action, inaction or a decision of a Government Official(s). For purposes of this quotation, the term "Government Official" shall mean and include any official, public officer or employee of the Government, as well as an official or employee in the judicial, legislative, or military, anyone acting in an official capacity for the Government, or any immediate family member of such persons. The respondent represents, warrants, and covenants that it has complied and will comply with *The Bribery Act 2016* and all other applicable laws of any relevant jurisdiction in connection with the performance of this Agreement. Without limiting the generality of the foregoing, the respondent represents, warrants, and covenants that it has not and will not take

any action that would cause the Government or anyone acting on their behalf to violate or be subjected to penalties under *The Bribery Act 2016*, or the applicable anti-corruption laws of other countries.

The respondent acknowledges and agrees that in the event that the Government believes, in good faith, that the respondent has breached this section, the Government shall have the right to immediately withdraw and terminate this opportunity and terminate any or all other agreements with the respondent.

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

Respondents 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 RFQ either before or after the issuance of this RFQ

- (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 RFQ 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 respondent to the Government immediately upon the request of the Government.

3.5.2 Confidential Information of Respondent

- (a) A respondent should identify any information in its quotation 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.

- (b) Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.
- (c) The respondent is responsible to ensure that they comply with the *Personal Information Protection Act 2016* (“PIPA”), related to any information in the respondent's custody, care or control.

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract

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

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

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the Government and may result in an invitation by the Government to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Government by this RFQ process until the 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 quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. 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 RFQ process without liability at any time. Cancellation may occur, for example, if:

- (a) where no qualitatively or financially worthwhile offer has been received or there has been no valid response at all;

- (b) the economic or technical parameters of the project have changed fundamentally;
- (c) exceptional circumstances or force majeure render normal implementation of the project impossible;
- (d) all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or
- (e) where 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 RFQ 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 must 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 Form of Agreement (Appendix A) are intended to provide advance notice of some of the key contractual provisions of the Agreement, including indemnities, limitation of liabilities, service requirements, etc. that form the basis for commencing Agreement between the Government and the selected respondent.

See Annex A - Form of Agreement

APPENDIX B – SUBMISSION FORM

1. Respondent Information

<p>Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.</p> <p>If the company is incorporated and registered, then a Certificate of Incorporation and a Certificate of Incumbency is required and must be submitted with the Submission Form.</p> <p><u>Declaration of Interest:</u> The respondent shall provide details of its ownership and/or managerial structure upon request from the Government. The respondent shall also provide a statement of whether or not it has any relevant and material interest relevant to the provision of Goods or Services. Such statement shall be provided at least annually or if there is any change in the interest of the respondent.</p>	
Full Legal Name of Respondent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State, Parish:	
Country	
Postal Code:	
Phone Number with Area Code:	
Respondent's Social Insurance Number issued by the Government of Bermuda:	
Respondent's Payroll Tax Number issued by the Government of Bermuda:	
Respondent's Registration Number issued by the Bermuda Registrar of Companies (if incorporated):	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, 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), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Government and the respondent unless and until the Government and the respondent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

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

5. Addenda

The respondent 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 respondents to make any necessary amendments to their quotations based on the addenda. The respondent confirms it has read, received and complied with these addendums. Respondents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

7. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. 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 quotation; **AND** (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

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

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

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

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

8. Disclosure of Information

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

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

SAMPLE CERTIFICATE OF INCUMBENCY

The undersigned being the Secretary of the company as named below (the "Company"), a company duly organised and existing under the laws of the Islands of Bermuda and having it's registered office as set out below **DO HEREBY CERTIFY** that the following is a true and correct listing of the Directors and Officers of the Company in full force and effect as of the date hereof.

DIRECTORS

List

ALTERNATE DIRECTORS

List

OFFICERS

List

IN WITNESS WHEREOF I have hereunto set my signature in accordance with the Bye-Laws of the Company.

Company Name:

Date:

Secretary/Director

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

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

2. Evaluation of Pricing

Pricing is worth 40 percent of the total score.

The maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion. The point’s allotment will be calculated based in accordance with the following formula.

Maximum number of Points multiple the (Lowest Price Proposal/Highest Price of the proposal evaluated) = Scored Points e.g., 40 points x (150/200) = 30 points

In addition to any rights to verify, clarify and supplement,

- (a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the 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 respondent 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 - Annex B - Pricing Sheet and Schedule of Rates

APPENDIX D – RFQ PARTICULARS

A. THE DELIVERABLES

Cleaning and Sanitization Services

INTRODUCTION

The Department of Health (DoH) is seeking bids from established cleaning firms to provide cleaning and sanitization services at its clinical facilities and offices.

The successful respondent's employees must comply with safety, health and security requirements and may require security clearance and, where applicable, work permits. It is also important to note that the Government is seeking a solution that takes into account, where practical, the environmental impact of cleaning materials used. Cleaning and sanitizing products should be EPA approved.

The Department of Health facilities provide clinical services to the public. As a result, the quality of janitorial services must meet the standards for clinical settings and proper infection control practices.

The quality of janitorial services reflects the Department of Health, its clinical services and its ability to provide a safe, attractive and clean environment for its employees and clients.

The successful respondent is expected to meet minimum safety, efficiency and quality standards. It is also expected to ensure on-site managerial personnel with experience and expertise in providing janitorial services during the hours of cleaning.

Fees shall be charged on a monthly basis, payable monthly in arrears.

The successful contractor shall be responsible for supplying all labour, equipment, (including bags used to consolidate office trash) necessary to perform the work, as detailed below.

The successful contractor shall be responsible for providing, to the satisfaction of the Client's representatives, a full Cleaning Service for the premises listed below:

1. Hamilton Health Center and Annex – 67 Victoria Street (Monday to Friday)
2. Warwick Clinic – 68 Middle Road, Warwick (Monday and Friday only)
3. Mangrove Bay Clinic – The Armoury, 55 Mangrove Bay Road, Sandys (upon completion of renovations) (Monday to Friday)
4. Police Clinic – 10 HQ Hill, Prospect, Devonshire (Monday to Friday).

All clinical areas, except the Warwick Clinic, operate from Monday to Friday and will require servicing five days per week. The Warwick Clinic will require service on Monday and Friday only.

The Department's preference is for a single vendor to provide all services that form a part of this RFQ.

ADMINISTRATIVE REQUIREMENTS, CLEANING MATERIALS AND CONSUMABLES

The Contractor shall be responsible for providing, to the satisfaction of the client representatives or their designate, a full cleaning and sanitization service to the premises and provide a monthly verification of all duties being performed via a quality assurance system.

Contractor shall be responsible for providing all cleaning and sanitization equipment and solutions required for cleaning works – that is, brushes, mops, buckets, dry vacuums, HEPA-vacuums etc. All vacuums shall be certified HEPA.

The Department will be responsible for supplying all toilet rolls, paper towels, soaps and bin liners to all waste containers.

The contractor shall be responsible for providing a schedule each month of the supplies that are to be withdrawn from the Department's Stores and a count of remaining materials at the end of each month.

The Contractor shall be responsible for providing all required labor and supervision and quality assurance to maintain a good cleaning service.

The Department will be responsible for supplying and meeting the costs of electricity and water.

All intensive cleaning is to be performed after 5:00 p.m. weekdays. All work is to be completed before 8:00 a.m. of the following morning.

The Contractor will be required to maintain and submit, on a weekly basis, a quality assurance checklist document for all tasks as evidence of performance. Non-performance will result in payment holdbacks and/or termination of the contract.

The Contractor shall provide a list of any person assisting on the contract, and all such assistants shall be provided with identification by the Department. The Contractor will also be responsible for informing the Client's representative of any changes in the assistants in advance of those additional assistants being permitted entrance to the buildings.

The Department will provide swipe card access for the areas to be serviced.

Cleaning and Sanitization Supplies shall include the following:

Product Function	Product
Disinfection	PREempt RTU for daily use
C'Diff Precautions	PREempt Sporicidal
Floor Cleaning	Neutral Floor Cleaner
	Enzi-Brite
	Better Life Stainless Steel
Glass and Stainless Steel	Better Life Glass Cleaner

Guidance on proper cleaning and sanitization in clinical setting can be found at:

SCOPE OF WORK

1. The Contractor shall adhere to the list of responsibilities and duties described herein.
2. The Contractor shall be responsible for providing, to the satisfaction of the Client's representative, a full office/clinical space cleaning and sanitization service to the premises.
3. The Contractor agrees to clean the above-mentioned structure, fixtures and fittings attached thereto according to the contract documents. Cleaning to be carried out in all clinical spaces, offices, corridors, meeting rooms, kitchens, kitchenettes, washrooms, lunch rooms, receptions, internal staircases, filing, storage and public areas.
4. If needed, the Contractor will submit an hourly call-out rate and will be available for emergency call out service during the workday.
5. Services to be provided shall include:

DAILY CLEANING (defined as 5 days per week)

- Spot Clean and remove dust, dirt and finger marks to all windows including viewing panels to doors.
- Spot wash fingerprints, marker marks, and any marks from all wall surfaces, doors, frames, desks and glass surfaces.
- Clean exterior face of cupboard doors, urns, bench tops and tables.
- Clean all kitchen areas, sinks, cupboards exteriors, refrigerator surfaces, tiles, backsplash, counters, bench-tops, and all common rooms. Replace all, air freshener, and soap as needed.
- Clean all toilets, sinks, showers, mirrors, tiles, fixtures, vents, sweep and mop all floors. Replace all hand towels, toilet paper rolls, air freshener, and soap as needed.
- Clean and disinfect all metal and laminated surfaces in all washrooms daily.
- Clean and disinfect counters and exam tables in clinical areas.
- Clean waiting area chairs.
- Dry mop and mop all floor tiles with an approved cleaning solution.
- Clean and vacuum all entrance areas and entrance mats.

WEEKLY CLEANING (defined as 1 day per week)

- Spot clean fingerprints from stainless steel or aluminum door push and kick plates.
- Remove dirt marks and stains from all office furniture.
- Wet wipe all furniture in offices and open areas with an approved furniture cleaning product. Clean all phone sets, and handsets with an approved disinfectant cleaner.
- Clean all chairs, picture frames, doors, blinds, window sills, and shelves throughout the building.
- Wet wipe all office furniture, equipment, printers, and copiers with an approved cleaning solution.
- Clean all microwaves, refrigerators and stoves inside and out.

- Clean marks from walls, doors, ceilings, and panels and spot clean all stainless steel.
- Use a soft brush vacuum cleaner to vacuum the floor to remove the finer particles of dirt and dust.
- Wipe off dirty marks with a damp cloth. In case of stubborn dirt, apply some intensive agent to the area to be treated, rub dry after a few minutes and then wipe with a damp cloth.
- Scrub shower floors and wall surrounds.
- Full HEPA vacuum clean all carpet floor areas and entrance mats.
- Clean hand railings, and barrier rails and remove cobwebs in internal and external stairwells and walkways within the building.

MONTHLY CLEANING (defined as 1 day per month)

- Clean all air vents in doors, walls and ceilings.
- Clean the reservoirs of all Pure Water dispensers.
- Remove, dismantle and clean aerators on all faucets.
- Spot clean all marks on vertical and horizontal surfaces.
- Vacuum all upholstery seating with an approved HEPA-Vac filtered vacuum or bag-less environmentally friendly vacuum.
- Clean all ledges, sills, ductwork and exposed piping.
- Clean all internal glass surfaces.
- Clean all light fixtures.
- Scrub and disinfect all rubbish bins.
- Wet wipe and clean all vertical and horizontal Venetian blinds.
- Clean kitchen furniture, chairs, counters, cupboards, doors etc.

BI-ANNUAL CLEANING (defined as 1 day every 6 months)

- The Contractor shall be required to strip, clean and reseal all resilient flooring. All finishes shall be applied to afford a non-slip surface treatment.
- The Contractor shall be required to scrub all ceramic and quarry tile floors.
- The Contractor shall be required to scrub all tiled floors and tiled walls in washrooms.

DUTIES OF THE CONTRACTOR

- All work shall be completed efficiently and shall comply with all applicable local codes and laws governing the Safety and Health in the workplace.
- All work shall be performed by security vetted individuals to perform their said work.
- Personal health information is private. It is important for the Contractor's staff to maintain the confidentiality and privacy of all clients who visit the Clinics.
- The Contractor shall be solely responsible for all wages, health benefits, leave, insurances, bonuses and uniforms etc. for all their employees. All employees shall be required to wear a photo identification card to be supplied by the Contractor.
- The Contractor will perform all services required hereunder, except when prevented by acts of God, and accident or other circumstances beyond its control.
- The Contractor shall ensure the provision of adequate manpower and shall furnish the names and addresses of the persons employed. The Contractor is responsible for the training of all their staff and for providing all Personal Protective Equipment.

- The successful Contractor shall execute the contract directly and they shall not be permitted to give any sub-contract for part or whole of the work.
- It shall be the responsibility of the Contractor to ensure that their staff is in proper uniform along with their name tags with photographed identification.
- The Contractor should be responsible to ensure that cleanliness is maintained at the desired proper standards.
- If the Contractor fails to render any or all the services for any period during the duration of the contract, the Client shall be at the liberty to instruct such work to be completed by other agencies and deduct charges incurred on this account from the amount payable to the Contractor.
- The Contractor will be required to attend formal quarterly meetings with the Client's representative to review performance. The meeting schedule and attendees will be mutually agreed.

DUTIES OF THE USER

- The Users must use the facilities solely for the purpose for which they are designed.
- The Users are required to remove all personal belongings from the shower area after use.
- The Users must wash, dry and store personal cooking and dining utensils.
- The Users are responsible for immediately cleaning spillages and soilage.
- The Users must not use bleach-based cleaning products for additional cleaning.
- The Corridors and stairs must be kept clear of waste material.
- All waste must be placed in waste bins.

Hamilton Health Center Custodian

The Department of Health requires a dedicated custodian (Hamilton Health Center Custodian) to be on site at the Hamilton Health Center and Annex during the work week.

The Hamilton Health Center Custodian shall complete maintenance, cleaning and hygiene inspections throughout the workday.

HAMILTON HEALTH CENTRE CUSTODIAN DAILY DUTIES

DAILY: CLINIC, WAITING ROOM AND OFFICES

- Dry mop (using a micro-fiber dust mop) and damp mopping hard floors.
- General office furniture dusting (desks, cabinets, tables and window sills).
- Disinfect telephones and door knobs.
- Clean entrance glass and doorways.
- Remove smudges from walls.
- Remove trash for disposal, clean trash cans and replace trash bags.
- Sweep and mop stairs in the morning and afternoon.
- Sanitize waiting room chairs.

DAILY: BATHROOMS

- Clean and disinfect bathrooms (toilets, sinks, trash cans).
- Refill toilet paper, hand towels and soap dispensers.
- Remove trash for disposal, clean trash cans and replace bin liners.

DAILY: KITCHEN

- Clean the kitchenette (floors, wipe countertop, sink and exterior appliances, dust furniture).
- Refill paper dispenser.
- Remove trash for disposal, clean trash cans and replace bin liners.

DAILY: GARBAGE

- Remove trash for disposal, clean trash cans and replace bin liners.
- Transport trash to the outer trash receptacles.
- Ensure outside steps to clinic entrances are clear of debris and swept daily.

DAILY: PARKING SIGN

- Place and remove the sign in the parking lot and at the entrance way to the clinic (AM on arrival and PM on departure).

WEEKLY DUTIES

- Clean the refrigerator (Friday afternoons).
- Re-stock supply cupboards.

OTHER DUTIES AS REQUESTED

- Seasonal window cleaning.
- Work as requested.

Clinical areas, bathrooms and waiting rooms are the first priority on arrival – empty trash, dry and damp mop floors.

Caution signs must be placed on wet floors at all times.

B. MATERIAL DISCLOSURES

Cleaning and Sanitization Services

Respondents should be aware that the following cleaning and sanitization products (or the equivalent) are required at all sites.

Material Safety Data Sheets for each product can be supplied upon request.

Product Function	Product
Disinfection	PREempt RTU for daily use.
C'Diff Precautions	PREempt Sporicidal

Floor Cleaning	Neutral Floor Cleaner
	Enzi-Brite
Glass and Stainless Steel	Better Life Stainless Steel
	Better Life Glass Cleaner

If an alternative product is proposed, it must be approved in advance.

All respondents should familiarize themselves with the guidance on proper cleaning and sanitization in clinical setting document which can be found at:

[Environmental Cleaning Procedures](#) | [Environmental Cleaning in RLS](#) | [HAI](#) | [CDC](#)

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Pricing (Appendix C)

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

3. Certificate of Confirmation of Non-Collusion (Appendix E)

Each quotation must include a Certificate of Confirmation of Non-Collusion Form (Appendix E) completed and signed by an authorized representative of the Respondent.

4. Company Certificate of Incorporation

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

5. Other Mandatory Submission Requirements

1. References

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

See Annex C - Annex C - References

2. Technical Proposal Submission

TECHNICAL PROPOSAL NARRATIVE FORMAT

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed twenty (20) pages in length (excluding letter of transmittal, resumes, title page(s), and index/table of contents, attachments or dividers). Information in excess of those allowed will not be evaluated/scored.

One page shall be interpreted as one side of single lined, typed, 8 1/2 X 11 piece of paper.

The proposal should be organized into the following sections and sequence:

*Cover Sheet - that identifies the organization, provides contact information, date of submission and project name.

*Table of Content

*Includes all Mandatory Submission Requirements Documents.

*Proposal Narrative (includes Sections A to E)

Section A – Describe this work method and schedule approach, including an overview of the proposed plan for completing activities identified in this Request for Quotations (RFQ) Scope of Work.

Section B – Provide a detailed work plan for completing project activities and producing project deliverables with specific action steps and a timetable for completion.

Section C – Discuss the proposed organization’s structure for the work, the number and qualifications of personnel that the Respondent proposes to make available to complete the work, the manner in which they will be utilized, and how they will operate within the proposed organization structure; specify the amount of time each of the key personnel will commit to the Workplan, provide resumes of key project staff, detailing their technical skills, experience, education, etc.; and identify all pertinent expertise of personnel. Please provide the primary point of contact responsible for responding to client questions, concerns and directives.

Section D – Provide information on the organization’s background, related experience, and financial condition; provide a brief history of the company and a listing of representative customers, including three references; describe the general range of products and services offered; and, while not required, identify any experience or knowledge that might relate the Government's programs.

Section E – Provide a detailed price proposal that supports the total cost (see pricing sheet). The pricing should contain cost information and a proposed payment schedule by deliverable. The contract to be awarded will be for a fixed price, but payments can be based on the completion of individual activities with Government acceptance of project deliverables.

D. MANDATORY TECHNICAL REQUIREMENTS

Equipment and Supplies

The successful contractor/service provider must provide all necessary equipment and products for the cleaning services.

Health and Safety Requirements

The successful contractor/service provider must ensure and follow proper Health protocol as prescribed by the Health Department.

E. PRE-CONDITIONS OF AWARD

1. Financial Checks

Prior to awarding a contract to the selected respondent, the contracting department will perform financial checks to confirm whether the respondent 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 respondent is a proper legal entity that is in good standing.

2. Proof of Insurance

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

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

F. RATED CRITERIA

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

#	Category	Weighting (%)	Threshold
1	Pricing	40	N/A
2	Experience in a Clinical Setting	15	N/A
3	References	15	N/A
4	Social, Economic and Environmental	30	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Experience in a Clinical Setting

Each proponent should provide the following in its proposal:

1. a brief description of the respondent.
2. a description of its knowledge, skills, and experience relevant to the Deliverables; and the roles and responsibilities of the respondent and any of its agents, employees, and subcontractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise and products offered.

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

- Are sufficient people with the requisite skills assigned to the project?
- Does the project team understand the Government's needs?
- Does the respondent clearly demonstrate the ability to meet the Government's requirements?
- Does the respondent have the support capability required?
- Can the respondent lead, facilitate, and coordinate project planning and execution?
- Do the persons who will be working on the project have the necessary skills?
- Has the respondent performed well on previous Government Projects?
- Is the respondent able to complete the work within the required timeframe?
- Does the respondent offer evidence that they have sufficient, suitably experienced resources available to complete the work?
- Does the respondent have a good track record of ensuring the health, safety, and welfare at work for all their employees?
- Were the respondent's referees positive about their experience of working with the contractor/vendor/supplier, and would they use the respondent again?

3. References

Relevant Projects and References

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

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

- Does the respondent have a previous relevant and positive experience in planning and completing projects of this type and scope?
- Does the respondent have prior experience in working with public sector organizations?

4. Social, Economic and Environmental

The Government has established the minimum evaluation weight regarding Local Benefits for this procurement at 30% of the total points.

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

- Is the proponent a local specified business? (See the Code of Practice for Project Management and Procurement on the Government's Portal for the definition of "Specified Business")
- Local Workforce Utilization
 - Number of Bermudians employed by the respondent.
 - Engagement of Bermudian employee (%) during the project.
 - Use of local specified businesses in the respondent's supply chain.
 - Use of local specified business as subcontractors (if applicable).
- Safety and Health record of the proponent for the three immediately preceding years of reporting
- Operational Environmental considerations and policy for their working site and projects. (each respondent to provide a copy)

See Annex D - Annex D - Social, Economic and Environmental

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Respondent

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

All Respondents must complete and sign a Certificate of Confirmation of Non-Collusion. Any quotations 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 Respondent 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 Respondent and/or any party involved in the matter.

Any Respondent that submits false information in response to this Request for Quotations (RFQ), 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 quotation, intended to be competitive and that I/We have abided by the terms and conditions related to this quotation and that I/We have not fixed or adjusted the amount of the quotation 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 RFQ pack, or supplementary information provided to all Respondents.

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 RFQ Contact the amount or approximate amount of my/our proposed quote (other than in confidence in order to obtain quotations necessary for the preparation of the quote 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 quotation 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.

By signing this document, I/we have read and agree to its terms and conditions.

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____