



Ministry of Public Works

Department of Lands and Buildings

**Request for Proposal for Condition Surveys
of
Twenty Eight (28) Government Schools**

Request for Proposal No. 2018/PL&B/CS/01

RFP Title: Bermuda Schools Condition Surveys / 2018

Issued: Wednesday January 31st 2018

Submission Deadline: Wednesday February 28th 2018 3:00 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 a Condition Surveys of the twenty eight (28) Government Schools, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Condition Survey Report of each of the Twenty Eight (28) properties listed in the 5 groups in the Schedule Appendix C and shall include:

1. Building Fabric Condition Survey: including the identification of building elements, components and finishes (e.g. roof, windows, walls, floors etc) and the application of a rating system against each element based on the condition and set a priority for action with approximate projected costs for repairs and replacements.

2. Mechanical and Electrical Condition Survey: including the identification of electrical and mechanical (i.e. Electrical, HVAC, plumbing and drainage) services and equipment and the application of a rating system against each component based on condition and priority with approximate projected costs for repairs and replacements.

3. School Groups: The schedule of 28 schools listed is divided into 5 groups by parish. Bidders are required to submit an all-in quote [building fabric with M&E] for the 5 groups with an individual quote for each school site within the group. The Government reserves the right to split the award of the contract to different consultants for different school groups for expediency in completing the surveys.

Refer Appendix G – Schedule A for a full list of schools by group and sites.

4. Time Period: The condition surveys are required to be completed by May 31 2018 assuming acceptance within 30 days of the closing of the bid.

5. Qualification of Bidders

Bidders are required to be Registered Professionals as Surveyors, Architects or Engineers. Building fabric surveys shall be carried out by a Registered Surveyor, Architect or Engineer. Pricing and cost projections shall be carried out by a Registered Surveyor [Quantity Surveyor]. Mechanical and Electrical surveys shall be by Registered Engineers in their respective disciplines. The bidder shall form the team to complete the surveys, combining fabric, M and E for one survey per school site to be submitted in the format required in the Concerto software as noted below.

6. Pre-Bid information Session - A introductory session for information of the bidders will be made available regarding the input into Concerto for those confirming an interest in bidding. This will be held on two occasions during the bid period on the following dates - **February 8th and 9th 12:30 pm and 2:00 pm** at Public Works Training Room / Third Floor Government Administration Building.

1.2 RFP Contact

For this procurement process, the “RFP Contact” will be: Steven Conway MRICS, Senior Estates Surveyor at Email sconway@gov.bm – Tel no 501 3074 - Ministry of Public Works, Department of Lands and Buildings, Estates Section, 3rd Floor Government Administration Building, Parliament Street, Hamilton.

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 downloading this file and intending to respond to this invitation to tender are required to register with RFP Contact by emailing their company name and contact information to sconway@gov.bm Amendment/addenda (if any) will be posted at <https://www.gov.bm/procurement-notice>. Proponents should visit the Government Portal website on a regular basis during the procurement process to receive amendments and addendas.

1.3 Type of Contract for Deliverables

The selected proponent will be required to enter into an agreement with the Government for the provision of the Deliverables in the form attached as Appendix A to the RFP (the “Agreement”). It is the Government’s intention to enter into the Agreement with only one (1) legal entity for each group of schools as selected. The Government reserves the option to award the survey of the designated school groups to different bidders and as such more than one bidder may be accepted.

The terms of the Agreement is to be effective for a period of 3 months from acceptance of the tender, with an option in favour of Bermuda Government to extend the Agreement on the same terms and conditions for an additional term of up to 3 months if required.

1.4 RFP Timetable

Issue Date of RFP	January 31st 2018
Deadline for Questions	Fri February 23 rd 2018 at 3:00 PM Atlantic Standard Time (“AST”)
Deadline for Issuing Addenda	Mon February 26 th 2018, at 3:00 PM AST
Submission Deadline	Wed February 28th 2018 at 3:00 PM AST
Irrevocability Period	60 calendar days
Anticipated Execution of Agreement	30 days after submission deadline

The RFP timetable is tentative only, and may be changed by the Government at any time. Proponents are requested to submit a Registration of Interest to the RFP Contact prior to the deadline noted in the timetable above with the RFP contact by email.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted at:

- **TENDER BOX**
- **Ministry of Public Works Reception**
- **Third Floor, General Post Office Building**
- **56 Church Street**
- **Hamilton, Bermuda**

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 Submission Deadline will be rejected. Onus and responsibility rest solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline.

The Government does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents shall submit three (3) original signed hard copies of their proposal in a sealed package. Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent.

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

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. The Government is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of **60 calendar days** running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Government will conduct the evaluation of proposals 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. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Government, be rejected. **The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix D).**

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

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. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of the Government, be disqualified and not evaluated further.

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 Selection of Top-Ranked Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of the Government, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent selected by way of lowest price.

2.6 Notice to Proponent and Execution of Agreement

Notice of selection by the Government to the selected proponent shall be given in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Government and may be waived by the Government.

2.7 Failure to Enter into Agreement

In addition to all of the Government's other remedies, if a selected proponent fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, the Government may, without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another 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 references 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 and 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 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 shall promptly examine all of the documents comprising this RFP, and

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

in writing by email to the RFP Contact on or before the Deadline for Questions. All questions or comments submitted by proponents by email to the RFP Contact shall be deemed to be received once the email has entered into the RFP Contact's email inbox. 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 shall not be 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 shall not be 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-notice>. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), proponents 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 and Clarify

When evaluating proposals, the Government may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the RFP Particulars

(Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the proponent's proposal.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once the Agreement is executed by the Government and a successful bidder or bidders have been appointed, the other bidders 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 contemplated 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 a notice of selection 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 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of The Government

The Government reserves the right to

- (a) make public the names of any or all proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;

- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;
- (e) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to the Government;
- (j) cancel this RFP process at any stage;
- (k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (l) accept any proposal in whole or in part; or
- (m) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a proposal, each proponent agrees that

- (a) neither the Government nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Government's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

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 shall not be construed as intending to limit the pre-existing rights of the Government; 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



GOVERNMENT OF BERMUDA

MEMORANDUM OF AGREEMENT FOR CONSULTING SERVICES

Dated as of **XXXXXXX**

BETWEEN

THE GOVERNMENT OF BERMUDA

(The “**Client**”)

AND

XX

(The “**Consultant**”)

MEMORANDUM OF AGREEMENT FOR CONSULTING SERVICES

This Memorandum of Agreement for Consulting Services is entered into as of the XXXXX 2018 between The Government of Bermuda (the “Client”) and XXXXXXXXXXXX (the “Consultant”).

WHEREAS the Client intends to contract for the provision of XXXXXXXXXXXX has requested the Consultant to furnish professional services for the duration of this agreement.

AND WHEREAS the Consultant has agreed to provide such services to the Client on the terms as set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the terms and conditions contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 – GENERAL CONDITIONS

1.01 Retainer

The Client hereby undertakes to retain the Services of the Consultant to provide a Condition Survey of the Schools listed in the attached schedule and the Consultant hereby agrees to provide the resources necessary to carry out the Survey as required by the Tender Submission and Acceptance dated XXXXXX forming part of this agreement.

1.02 Services

The responsibilities for the scope of works to be provided by the Consultant and by the Client for each Project will be set forth in a scope of services as below.

1.03 Compensation

The Client shall pay the Consultant the sum of \$XXXXXX Dollars and Nil Cent) on completion of the works unless otherwise agreed.

1.04 Methods

During the continuance of this Agreement the Consultant shall, unless prevented by unavoidable circumstances, diligently and faithfully use his best endeavours with all appropriate skill and ability in carrying out and performing the Services for the Client upon but not limited by the terms and conditions contained in this Agreement.

1.05 Drawings and Documents

Documents prepared by the Consultant for the Client may be used by the Client and the Ministry of Public Works Staff as required for the specific project they were intended. Proprietary digital information shall remain the property of the Consultant.

1.06 Suspension or Termination

The Client may at any time, with not less than 7 days’ notice in writing to the Consultant, suspend or terminate the Services or any portion thereof at any stage of the undertaking.

Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment on a pro rata time basis. Except in the event that the deliverables within the Services to be provided are not achieved then a reasonable reduction in the pro rata time payment will be made.

1.07 Insurance and Limit of Liability

The Insurance Coverage shall be in the amount of a minimum of \$500,000.00 (Five hundred Thousand Bermuda Dollars). When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant and in accordance with the appropriate laws and regulations of Bermuda.

1.08 Assignment

This Agreement is non assignable.

1.09 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorised by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.10 Inspection

The Client, or persons authorised by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.11 Publication

The Consultant is strictly prohibited from providing any information to the public or media in any form whatsoever without the express written consent of the Client and this restriction shall remain in place beyond the date of this contract and until such time as it is specifically released in writing by the Client.

1.12 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the Client in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

1.13 Arbitration

- (a) Any dispute, difference or disagreement between the parties hereto in relation to an Owner and contract may, with the consent of both parties, be referred to arbitration, to be held in Bermuda;
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant;
- (c) The award of the arbitrator shall be final and binding upon the parties; and
- (d) The provisions of the Bermuda Arbitration Act 1986 shall apply.

1.14 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which it is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.15 Professionally Qualified Staff

All key personnel of the Consultant working on various Client projects shall be suitably qualified to perform the Professional Services required. Additionally, the Consultant agrees to ensure there will be sufficiently qualified personnel on staff at all times to undertake the various projects agreed to be undertaken by both parties. The Consultant shall ensure that a valid work permit is in force for named non-Bermudian staff working in Bermuda.

1.16 Applicable Law

The applicable law governing this Agreement shall be that of Bermuda.

1.17 Client not Obligated to Third Parties

The Client shall not be obligated or liable hereunder to any party other than the Consultant.

1.18 Rights and Remedies not Waived

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

Signed in duplicate on behalf of the Government of Bermuda:

Client _____ Date _____

Print Name & Position _____ Date _____

Witness _____ Date _____

Print Name & Position _____ Date _____

Signed in duplicate by the Consultant in the presence of:

Consultant _____ Date _____

Print Name & Position _____ Date _____

Witness _____ Date _____

Print Name & Position _____ Date _____

To added applicable to this contract

- **Scope of Work**
- **Tender documents**
- **Addenda**
- **Acceptance**
- **Pricing schedule**
- **Commencement and completion dates**

APPENDIX B – SUBMISSION FORM

Bermuda School Condition Surveys – 2018/PL&B/CS/01

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:	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
Parish	
Country:	Bermuda
Postal Code:	
Phone Number:	
Proponent's Social Insurance Number issued by the Government of Bermuda:	
Proponent's Payroll Tax 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. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.

3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. 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.

5. No Prohibited Conduct

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

6. 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:

7. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of 60 calendar days following the Submission Deadline.

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.

9. Execution of Agreement

The proponent agrees that in the event its proposal is selected by the Government, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes which should be itemized separately.
- (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 **50 points** of the total score.

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

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

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 Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;
 - (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 all-in quotes for condition surveys.

Bidders shall submit an all-in quote for a combined Building [Fabric], Mechanical and Electrical Survey per school site with a total quote for each of the 5 groups. The Government reserves the right to split the award of the contract to different consultants for different school groups.

No	UPRN	SITE_NAME	Quote \$
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GROUP 1

Sandys

1	S0012	West End Primary School	
2	S0009	Somerset PS & Lagoon Pk Pre-School	

Southampton

3	S0066	Heron Bay Primary School	
4	S0063	Port Royal Primary School	
5	S0053	Southampton Pre-School	
6	S0055	Dalton E Tucker Primary School	
Total Fee Group 1			

GROUP 2

Warwick

7	S0204	Purvis Primary School	
8	S0206	Warwick Pre-School	
9	S0205	T N Tatem Middle School	

Paget

10	S0228	Paget Primary School	
11	S0231	Gilbert Institute Primary School	
Total Fee Group 2			

GROUP 3

Devonshire

12	S0395	Elliot Primary School	
13	S0572	Prospect Pre-School	
14	S0389	Devonshire Pre-School	
15	S0419	Dame Marjorie Bean Hope Academy	
16	S0388	Prospect Primary School	
17	S0397 /S0399	The Education Centre / K M Carter Centre	
Total Fee Group 3			

GROUP 4**Pembroke**

18	S0353	Victor Scott Primary School	
19	S0359	West Pembroke Primary School	
20	S0349	Dellwood Middle School	
21	S0345	Northlands Primary School	

Smith's

22	S0439	Harrington Sound Primary School	
Total Fee Group 4			

GROUP 5**Hamilton Ph.**

23	S0145	Lyceum Pre-School	
24	S0468	Francis Patton Primary School	

St. George's

25	S0127	Clearwater Middle School	
26	S0491	St David's Primary and Pre-School	
27	S0527	St. George's Pre-School	
28	S0520	East End Primary School	

Total Fee Group 5			
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Rates for lead professionals to be employed on the Condition Surveys - where applicable.

Role	All in charge rate / hr
Registered Surveyor Name _____ Qualification _____	
Registered Structural Engineer Name _____ Qualification _____	
Registered Architect Name _____ Qualification _____	
Registered Electrical Engineer Name _____ Qualification _____	
Registered Mechanical Engineer Name _____ Qualification _____	
Survey Assistant Name _____ Qualification _____	

APPENDIX D – RFP PARTICULARS

A1. THE DELIVERABLES

The Condition Survey Report of each of the Twenty Eight (28) properties listed in the schedule Appendix C and shall include:

A1.1 Building Fabric Condition Survey: including the identification of building elements, components and finishes (e.g. roof, windows, walls, floors etc) and the application of a rating system against each element based on the condition and set a priority for action with approximate projected costs for repairs and replacements.

A1.2. Mechanical and Electrical Condition: Survey: including the identification of electrical and mechanical (i.e. Electrical power, lighting and equipment, HVAC, plumbing, drainage and water supply) services and equipment and the application of a rating system against each component based on condition and priority with approximate projected costs for repairs and replacements.

A1.3. School Groups:The schedule of 28 schools listed is divided into 5 groups by parish. Bidders are required to submit an all-in quote [building fabric with M&E] for each of the 5 groups with an individual quote for each school site within the group. The Government reserves the right to split the award of the contract to different consultants for different school groups for expediency in completing the surveys.

Refer to attached Appendix G – Schedule A for a full list of schools by group and on each site buildings.

A1.4 Time Scale: The bidder commits to complete the surveys quoted schedule in the above within **by May 31 2018**.

A1.5 Concerto Software Input: Bidders shall be responsible for the input of the floor and room number designations and condition survey information in the the Government's Concerto Property Asset Management Software. Refer to details in G below.

B. MATERIAL DISCLOSURES

Access – Bidders shall allow for the surveys to be carried out during term time with minimum disturbance to school activities.

Access to each school shall be **arranged a minium of 48 hours prior** to the survey and confirmed by email with the RFP Contact or an appointed alternate to be confirmed.

On entry and exit to each school property, the surveyor shall sign in and out and present identification at the school administrative office.

Further instructions for access may be issued as required.

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

a) Proof of Bidder qualifications in (5 pages or less)

Bidders are required to be Registered Professional Surveyors, Architects or Engineers. Building fabric surveys shall be carried out by a Registered Surveyor, Architect or Engineer. Pricing and cost projections shall be carried out by a Registered Surveyor [Quantity Surveyor]. Mechanical and Electrical surveys shall be carried out by Registered Engineers in their respective disciplines.

Names of the Professional Survey's Architects and Engineer's proposed shall be as indicated in the schedule in Appendix C

b) Completed and duly signed **Certificate of Confirmation of Non Collusion (Appendix E)**

c) Completed and duly signed **Local Benefits (Appendix F)**

D. MANDATORY TECHNICAL REQUIREMENTS

Bidders shall be Bermuda Registered Professional Surveyors, Engineers or Architects or Engineers.

Bidders shall be required to input the location information and condition surveys the Concerto Asset Management Software System in the Condition Survey Module as noted in G in this section.

E. PRE-CONDITIONS OF AWARD

Successful bidder will be required to show proof of Insurance

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.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Experience and Qualifications	20 points	N/A

ii. Relevance of completed projects and references	10 points	N/A
iii. Demonstrated Understanding of the project	10 points	N/A
iv. Local Benefits (Appendix F)	10 points	N/A
Pricing (See Appendix C for details)	50 points	N/A
Total Points	100 points	N/A

i. Experience and Qualifications

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of its knowledge, skills and experience relevant to the Deliverables; and
- (c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

ii. Relevance of completed projects and 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.

iii. Demonstrated Understanding of the Project

The proposal will be evaluated on the following:

- (a) Proponent thoroughness of proposal and ability to meet requirements
- (b) Ability to meet deadlines
- (c) Well-articulated and comprehensive description of offer
- (d) Proposals are to be concise, one PDF file of no more than twenty (20) pages

iv. Local Benefits

The proposal shall be evaluated on their:

- (a) Engagement of Bermudian workforce during the project (Appendix F)
- (b) Use of Local Businesses in the bidder’s supply chain
- (c) Use of Local Sub-contractors (if applicable)
- (d) Safety and Health Policy (Bidder to provide copy)
- (e) Environmental Considerations and Policy (Bidder to provide copy)

G. Condition Survey input to the Concerto Software – Guidelines

G.1.1 Access to software: Login Access to the Concerto software will be provided to the successful bidder[s] for the specific group or groups of schools allocated to them. The condition survey notes shall be input directly into the software. The input can be by a handheld device with a mobile app. or input at a desktop pc after the survey.

G.1.2 Concerto input Training

Pre-Bid Sumission - A introductory session for information of the bidders will be made available regarding the input into Concerto for those confirming an interest in bidding. This will be held on two occasions during the bid period on the following dates –

February 8th and 9th 12:30 pm and 2:00 pm

Public Works Training Room / Third Floor Government Administration Building.

Bidders shall email the RFP contact to confirm attendance to attend.

Post-Bid Acceptance - A training session will be provided to the successful bidder[s] for approximately 3 hours at the Government Administration Building prior to carrying out the surveys. The bidders shall allow for this time in the submission of the bid for the relevant persons carrying out the survey.

G.2 Floor layout and room numbering

G.2.1: Input of Area and Room Details: Bidders shall assume that floor plans are not available for the carrying out the condition surveys. The condition survey shall require the successful bidder to prepare an outline floor plan layout line diagram for each building or block on the site and be responsible for numbering rooms as below. This is solely for room identification purposes for the condition survey input to Concerto.

The succesfull bidder will be required to input listing of the Floors and Rooms [Spaces] in the Concerto Software under each Site and Block in the software prior to starting the Condition Survey.

G.2.2 Floor and Room Numbering [Space Reference]: The Condition Survey shall be referenced against locations and rooms or spaces in each building or block in the “Area and room details” in the selected site.

Floors and Rooms [Spaces] shall be numbered accordingly in a clock wise direction starting from the main entrance to the building in the numbering style as below:

- Basement – Rooms B.01, Room B.02, B03 etc
- Mezzanine – Rooms M.01, M.02, M.03 etc
- Ground Floor – Rooms 1.01, 1.02, 1.03 etc
- First Floor – Rooms 2.01, 2.02. 2.04 etc
- Second Floor – Rooms 3.01, 3.02, 3.03 etc

G2.3 Room and Space Naming

All rooms shall be designated with a number linking it to the floor number as above. The Concerto software designates the following primary names for “Area sub uses” for drop down selection under “School” “Area use. “Classroom” includes any teaching space i.e. laboratory, music room, DT workshop etc. Secondary space use reference can be added if required. Naming rooms by the teacher’s name is not appropriate.

- Assembly Hall
- Bathroom
- Classroom
- Corridor
- Covered Porch
- Covered Walkway
- Custodian
- Electrical Room
- Enclosed Quadrangle
- Entrance Foyer
- Gymnasium
- IT Server Room
- Landing
- Library
- Lobby
- Office
- Pump Room
- Staff Room
- Stairwell
- Storage
- Utility
- Verandah

G.4 Elemental Breakdown Format

The Condition Survey module in Concerto follows the elemental structure in the RICS NRM 3 [New Rules of Measurement] and condition survey notes shall be added to the elements and sub-elements where applicable. It is accepted that not all elements may be applicable to all locations.

NRM Element Structure

1 Structures	1.0 Substructures
2 Superstructures	2.1 Frame
	2.2 Upper floors
	2.3 Roof
	2.4 Stairs and ramps
	2.5 External walls
	2.6 Windows and external doors
	2.7 Internal walls and partitions
	2.8 Internal doors
3 Internal finishes	3.1 Wall finishes
	3.2 Floor finishes
	3.3 Ceiling finishes
4 Fittings, furnishings and equipment	4.1 Fittings, furnishings and equipment
5 Services	5.1 Sanitary installations
	5.2 Services equipment
	5.3 Disposal installations
	5.4 Water installations
	5.5 Heat source
	5.6 Space heating and air conditioning
	5.7 Ventilation
	5.8 Electrical installations
	5.9 Fuel installations
	5.10 Lift and conveyor installations/systems
	5.11 Fire and lightning protection
	5.12 Communication, security and control systems
	5.13 Special installations/systems
	5.14 Builder's work in connection with services
6 Prefabricated buildings and building units	<i>Not covered by NRM 3 rules</i>
7 Works to existing buildings	
8 External works	8.1 Site preparation works (N/A to NRM 3)
	8.2 Roads, paths and pavings
	8.3 Planting (i.e. grounds maintenance)
	8.4 Fencing, railings and walls
	8.5 External fittings
	8.6 External drainage
	8.7 External services

G.5 Report of each element

Each element/sub-element shall be reported on using input to the Concerto template, referencing the Site / Block / Location as follows:

Site UPRN – eg. S0066 – Site Name – eg Heron Bay Primary School.

Block reference by Building no – eg. 0195 – as found on the plaque on the building and indicated on the specific site in the software.

Location detail of Element – identified by the Floor and Room [Space] number or location description.

G.6 Main Element Group –

Element details to be added in the Concerto format

- Sub Element Type - select from dropdown
- Total Measure of Element – insert a number value
- Unit of Measure – select from dropdown
- Condition of Element – select from dropdown
- Description of Component – in words
- Age of element at time of survey -
- Estimated life remaining of element at time of survey-
- Other relevant information about the element
- Date item was surveyed – select date
- Description of Specific Defect – in words
- Any General Comments – in words

G.7 Suspected Asbestos Containing Materials.

The survey shall identify in the element descriptions any elements or finishes with suspected asbestos material content for future testing and verification outside of the condition survey bid process. The testing is not part of the bid deliberables and is not the responsibility of successful bidder.

A.7 Priority and Cost

Priority for action of the identified works – Select from drop down in Concerto from 4 options below

- Urgent – Required in 3 days – H&S or Statutory Compliance
- Routine – Required in 20 days
- Required – with 12 months
- Required - within 1- 3 years
- Required – within 3 - 5 years
- Required – 5- 10 years

Select an action – from dropdown – replaces or repair defect

A.7 Attachments

Select an image – add photo, drawing or other image to support the action

A.8 Other details

- Is work being carried out – Y/N
- Is a resurvey required by others – Y/N
- Is this a wish list item- Y/N

A.9 CONCERTO MOBLILE APP INPUT

Refer to Appendix H

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Proponent

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

All bidders 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 bidder will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the bidder and/or any party involved in the matter.

Any bidder that submits false information in response to a proposal, and any other person or company involved in collusion, may be excluded from tendering 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 tender pack, or supplementary information provided to all bidders.

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

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

(b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any 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 tender.

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____

APPENDIX F - LOCAL BENEFITS

(SOCIAL, ECONOMIC AND ENVIRONMENTAL)

Apprenticeships/training positions

Please indicate whether the company has previously or is willing to provide apprenticeships/training positions. If no apprenticeship or training positions exist, indicate whether the company provides

NUMBER	NAME	NON	BERMUDIAN	APPRENTICESHIP OR TRAINING PROVIDED BY YOUR COMPANY (month/year)

training to current employees. (Add more lines as needed)

Number of employees

Please indicate the total number of employees working at the company and the number and percentage of Bermudian employees.

NUMBER NON BERMUDIANS:	
NUMBER BERMUDIANS:	
NUMBER STAFF:	

Use of Local Businesses in the Bidder's supply chain Yes No.

If yes, please provide explanation _____

Use of Local Sub-contractors (if applicable) Yes No.

If yes, please provide explanation _____

Safety and Health and Environmental

Please indicate whether the company has a Safety and Health, sustainable goods and/or services environmental policy and, if so, please provide a copy.

Copy attached Yes _____ No _____

APPENDIX G

Schedule A – School Groups / Site Photos and Buildings [Blocks] per site

Refer to attached

APPENDIX H

Concerto Mobile App User Guide

Refer to Attached

End of REP & Appendices
