



**Ministry of Public Works**

**Department of Works and Engineering**

**Request for Quotations**

**For**

**Provision of Janitorial Services at Tynes Bay Waste to Energy Facility**

Request for Quotations No.: **2021-003-MPW**

Issued: **Wednesday January 20, 2021**

Submission Deadline: **Wednesday February 17, 2021 03:00:00 PM AST**

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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 **Provision of Janitorial Services at Tynes Bay Waste to Energy Facility**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Department of Works and Engineering (DW&E), Tynes Bay section is seeking bids from established cleaning firms to provide janitorial services at the Tynes Bay Waste to Energy Facility.

It is important to note that the successful respondent'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 DW&E departments will be looking for a solution that takes into account, where practical, the environmental impact of cleaning materials used.

The quality of janitorial services is a reflection of the DW&E image and its ability to provide a safe, attractive and clean environment for its employees and customers. 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. DW&E requires the successful bidder 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 DW&E 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:

Mr. Stuart Matthews at email [shmatthews@gov.bm](mailto:shmatthews@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.

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

Mr. Stuart Matthews at email [shmatthews@gov.bm](mailto:shmatthews@gov.bm)

prior to the Submission Deadline noted in the RFQ Timetable below.

Amendment/addenda (if any) will be posted at <https://www.gov.bm/procurement-notices>. 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 "2 years".

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

Issue Date of RFQ	Wednesday January 20, 2021
No Pre-Bid / Site Meeting	
Deadline for Questions	Wednesday February 03, 2021 4:00 PM
Deadline for Issuing Addenda	Tuesday February 09, 2021 4:00 PM
Submission Deadline	Wednesday February 17, 2021 03:00:00 PM
Anticipated Execution of Agreement	Thursday April 01, 2021

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

### 1.5 Submission of Quotations

#### 1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted to:

Tender Box at the Ministry of Public Works,  
Located on the 3rd Floor, General Post Office Building,  
56, Church Street, Hamilton, HM12, Bermuda.

E-mail and facsimile submissions are not accepted. However, copies of your proposal may be sent in MS Word or Adobe PDF format via a USB drive or CD with your hard copy submittal.

#### 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. 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 Wednesday February 17, 2021 03:00:00 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. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are listed 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 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-notices>. 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 Procurement Protest 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**

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents 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 quotations 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 RFQ.

### **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 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. 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.

## **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:

- where no qualitatively or financially worthwhile offer has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or force majeure render normal implementation of the project impossible;
- all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or

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

See Annex A - Sample Form of Agreement

## APPENDIX B – SUBMISSION FORM

### 1. Respondent Information

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.	
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:	
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:

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**8. Disclosure of Information**

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

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Signature of Witness

---

Signature of Respondent Representative

---

Name of Witness

---

Name of Respondent Representative

---

Title of Respondent Representative

---

Date

I have the authority to bind the respondent.

## 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 except for **["\*\*insert appropriate tax(es)\*\*"]**, 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 30 points of the total score.

Pricing will be scored based the formula below. Each respondent will receive points 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.

2.1 Price (include all cost) (non-construction – goods and services): 5 = lowest bid, 4 = next lowest, etc. until 0 = most expensive

Or

2.1 Price (include all cost) (construction): 5 = equal to or within 15% of estimate, 4 = between 16% to 30% (over or under) of estimate , 3 = between 30% to 40% (over or under) of estimate, 2 = between 40% and 50% (over or under) of estimate, 0 = over 50%more or less than estimate.

2.2 The respondent is in a stable financial position

Following financial checks, i.e. checking a bank reference, the following scores should be awarded.

5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

2.3 The respondent has no outstanding Government debt

Following financial checks with Social Insurance, the Accountant General's Department's Debt Collection Section, the Bermuda Health Council and the Tax Commissioner, the following scores should be awarded:

5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

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 - Pricing Form

## APPENDIX D – RFQ PARTICULARS

### A. THE DELIVERABLES

#### Janitorial Services

##### 1. INTRODUCTION

It is important to note that the successful respondent'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 Government will be looking for a solution that takes into account, where practical, the environmental impact of cleaning materials used.

The quality of janitorial services is a reflection of the DW&E image and its ability to provide a safe, attractive and clean environment for its employees and customers. 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. The Government requires the successful bidder 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 DW&E 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.

The **DESCRIPTION OF SERVICES SPECIFICATIONS SCOPE OF WORK** spans the entire Tynes Bay Facility which includes office areas, bathrooms, walkways, changing rooms, control room and some areas exposed to industrial work.

The main Waste to Energy Facility, which incinerates all waste for the island of Bermuda is a 24-hour operation and will require servicing 6 days a week. All other areas can be serviced with a 5 day a week program. **A detailed outline of the area can be found in the Cleaning Workscope Chart attached.**

##### 2. ADMINISTRATIVE REQUIREMENTS

The Contractor shall be responsible for providing to the satisfaction of the Plant Manager or designated a full cleaning service to the premises and provide a monthly verification of all duties being performed via a quality assurance system.

The Contractor shall be responsible for supplying and maintaining all cleaning material and equipment.

The Ministry will be responsible for supplying all toilet rolls, paper towels, soaps and bin liners to all waste containers. Contractor shall be responsible for providing a schedule each month of the supplies that are to be withdrawn from the Ministry 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 Ministry will be responsible for supplying and meeting the costs of electricity and water.

All cleaning is to be performed after 4:00 p.m. weekdays and after 2:00 pm on Saturdays for areas which require six days a week servicing. All work is to be completed before 7:00 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 Ministry, such identification to be available for inspection by Plant personnel at all times. The Contractor will also be responsible for informing the Plant Manager of any changes in the assistants in advance of those additional assistants being permitted entrance to the buildings.

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

### **3. SCOPE OF WORK BY TASK**

#### **3.1 Emptying of Trash**

Trash is to be removed from receptacles and deposited in the refuse bunker. A new liner is to be placed in the receptacle.

#### **3.2 Emptying of Recyclables**

Recyclable bags are to be removed from receptacles and taken to the public drop off. A new blue bag is to be placed in the receptacle.

#### **3.3 Sweeping, Damp Mopping of uncarpeted floors, and Vacuuming of Floors**

Areas with hard flooring and tile must be swept thoroughly before mopping. Mopping shall be carried out with care and attention to surroundings, especially in the control room areas, as significant damage can occur from the spilling of water. Where there is carpeted flooring vacuuming is to take the place of sweeping and mopping.

#### **3.4 Dusting of Furniture**

Furniture is to be hand dusted with suitable cleaning agents. Where possible, items are to be moved on desks and tables to allow a thorough dusting of surfaces, including file cabinets, bookstands, picture frames, and counters, etc.

#### **3.5 Cleaning of Showers and Sinks**

Showers and sinks (including counters) are to be cleaned and sanitized with suitable mildew and soap scum removal products. Sinks in lunchrooms are to be cleaned of food residue. Cleaning dishes is not a part of the contract, however, if dirty dishes are found in the sink, dishes are to be removed and set aside on the counter so that the sink can be cleaned.

### **3.6 Cleaning of Toilets**

Toilets are to be cleaned, sanitized and plunged as necessary with appropriate cleaning products. Plungers and cleaning brushes shall be supplied by the contractor.

### **3.7 Checking and replenishing of Paper products**

Paper dispensers for hand towels and toilet paper are to be checked and replaced as needed. Note that certain areas are high use and must be replaced daily. Partially used rolls are to be replaced and put to the side for additional capacity. Additional capacity should be made available especially on weekends to ensure there is paper to last until the regular checks are made on Monday. Broken dispensers should be reported to facility management.

### **3.8 Checking and refilling of Soap dispensers**

All soap dispensers are to be checked and replaced as needed. Broken dispensers should be reported to facility management.

### **3.9 Cleaning of Walls, Counters, and Mirrors**

These surfaces shall be wiped with the appropriate cleaning products to ensure they are marked and smudge free. The area includes walls within walkways, tile walls of lunchrooms and changing rooms and mirrors within bathrooms.

### **3.10 Cleaning of Windows**

Windows and windowsills shall be cleaned with the appropriate cleaning products. These apply to the internal surface of the windows and accessible exterior of windows only. Exterior windows requiring height access to reach are not a part of the contract. Windows shall be cleaned on a weekly basis.

### **3.11 Cleaning of Stove**

Stoves are to be cleaned using the appropriate clearing materials on a weekly basis.

### **3.12 Waxing Floors**

The waxing of floors must take place on a monthly basis and has as little impact to the day to day operations as possible.

### **3.13 Wax Floors**

The stripping of waxed floors must take place on a quarterly basis and has as little impact to the day to day operations as possible.

### **3.14 Cleaning Chairs**

All upholstery chairs must be vacuumed and/or steam cleaned on a quarterly basis.

### **3.15 Cleaning of all Fridges monthly**

## **4. SCOPE OF WORK BY AREA**

Please refer to the Cleaning Workscope Chart for a detail of the areas and frequency of tasks to be performed.

See Annex C - Cleaning Workscope Chart

## **B. MATERIAL DISCLOSURES**

### **Janitorial Services**

#### **Site Safety**

Safety is of the utmost importance throughout these services. The work site may contain potential hazards and Safety and Health must be given the highest priority. All work shall be carried out in accordance with the current Health and Safety Legislation of Bermuda.

The successful respondent is responsible for the delivery of their works in compliance with the Occupational Safety & Health Regulations 2009. Any deviation from the approved method statements and Site Safety plan shall not be tolerated and may lead to termination of the contract.

The contractor will ensure that all cleaning personnel comply with the Tynes Bay Contractor Safety Agreement and are trained in the use of Personal Protective equipment as required by the Tynes Bay Safety Management System.

The contractor will ensure that all cleaning personnel comply with the Tynes Bay Covid-19 policies that are required.

## **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. Other Mandatory Submission Requirements**

#### **1. Company's Certificate of Incorporation**



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

## **2. Certificate of Confirmation Non-Collusion**

Each quotation must include a completed Certificate of Confirmation of Non-Collusion

## **3. Technical Proposal**

Each respondent shall provide the following in their response;

- a) Method Statement and schedule.
- b) Safety and Health Policy.
- c) MSDS documents for all proposed cleaning products and chemicals.

## **4. Experience and Capacity**

Each respondent should provide the following in its quotation:

1. A brief description of the respondent.
2. A description of its knowledge, skills, and experience relevant to the Deliverables.
3. The roles and responsibilities of the respondent 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 experience.

## **5. Local Benefit Form**

Each Proposal must include the completed Local Benefit Form.

See Annex D - Local Benefits Form

## **D. MANDATORY TECHNICAL REQUIREMENTS**

### **1. Eligibility and Qualification Requirements**

Respondents must meet the criteria described herein.

a. The respondent must meet certain requirements, specified herein, in order to be considered as eligible Respondents. A Respondent, who fails to meet with the requirements specified herein as to qualifications, will not qualify for final evaluation, and their submission will not be accepted.

b. The Respondent shall submit their completed submission all appropriate documentation in order to demonstrate the necessary experience and expertise this shall include descriptions of relevant and similar past projects, details of their team, the key personnel, equipment to be assigned to this service.

c. The Respondent must demonstrate that the team leader of their professional staff has the following:-

Minimum of 2 years of experience in the janitorial service industry.

The Respondent shall submit a listing of equipment available for use and their inventory of the actual cost rates for use of this equipment.

d. Respondents must include, with their bid, a copy of the company's Certificate of Incorporation as evidence of the fact that the company is an existing registered company at the date of proposal. Failure to provide the certificate of incorporation will render their bid void.

e. The Respondent shall provide employee data to show the proportion of Bermudian employed and their commitment to the training of all employees.

f. The Respondent shall submit their health and safety records for the last 2 years of reporting

g. The Respondent shall include a description of relevant or similar past contracts.

h. The Respondent shall demonstrate that they have no outstanding payments to be made to the Government of Bermuda

See Annex E - References

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

### **1. Proof of Insurance**

The successful proponent must provide proof of insurance indicating minimum limit liability coverage - Third-Party Insurance minimum \$1,000,000, listing the Government as additional insured.

### **2. Financial Checks**

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

### **3. Security Vetting**

The successful contractor shall ensure the provision of adequate manpower and shall furnish the names and addresses of the persons prior to deployment. Each employee shall be required to fill out a Government 'Security Vetting Form' which will be provided by the DW&E. The contractor is responsible for the training of all his staff and for providing all Personal Protective Equipment

## 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	30	N/A
2	Experience and Capability	40	N/A
3	Social, Economic and Enviromental	30	N/A
<b>Total Points</b>		100	

### 1. Pricing

See Appendix C - Pricing

### 2. Experience and Capability

Each proponent should provide the following in its proposal:

1. a brief description of the proponent;
2. a description of its knowledge, skills, and experience relevant to the Deliverables; and
3. the roles and responsibilities of the proponent 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.

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

### 3. Social, Economic and Enviromental

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

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

# 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 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 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 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 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 proposal to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this procurement.

Signed

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

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

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