



**Attorney General and Ministry of Legal Affairs**

**Judiciary**

**Request for Quotations**

**For**

**Cleaning Services at the Dame Lois Browne Evans Building**

**Request for Quotations No.: JUD-2020/01**

**Issued: Monday March 02, 2020**

**Submission Deadline: Friday March 20, 2020 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 **Cleaning Services at the Dame Lois Browne Evans Building**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Judiciary invites bids for the provision of office cleaning services for its facility located at the Dame Lois Browne Evans Building (“DLBEB”), 58 Court Street, Hamilton HM 12 for a one-year period April 1, 2020 to March 31, 2021. This may be extended for up to twelve (12) months based on availability of funds and satisfactory performance of the contractor.

## 1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be: Mrs Cratonia Thompson, Assistant Registrar, at [cthompson@gov.bm](mailto:cthompson@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 Mrs Cratonia Thompson, Assistant Registrar, at [cthompson@gov.bm](mailto:cthompson@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-notice>. Respondents should visit the Government Portal on a regular basis during the procurement process.

## 1.3 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”). It is the Government’s intention to enter into a contract with only one (1) legal entity. The term of the contract is to be for a one-year period, 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 three (3) months.

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

## 1.4 RFQ Timetable

Issue Date of RFQ	Monday March 02, 2020
Pre-Bid / Site Meeting	Monday March 09, 2020 10:00 AM

Deadline for Questions	Wednesday March 11, 2020 4:00 PM
Deadline for Issuing Addenda	Monday March 16, 2020 4:00 PM
Submission Deadline	Friday March 20, 2020 03:00:00 PM
Anticipated Execution of Agreement	Wednesday April 01, 2020

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.

### Pre- Bid meeting and Site Visit

The bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to allow respondents to familiarize themselves with the premises and the general scope of works. The bidder is requested, as far as possible, to submit any questions in writing, to reach the Contact not later than two (2) days before the meeting. Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a bidder. All Respondents must arrive on time. Late arrivals will not be accommodated. Respondents will be required to sign-in. Please advise in advance your attendance by sending an email to [cthompson@gov.bm](mailto:cthompson@gov.bm). Please note no more than two representatives from each service provider.

The Pre-bid meeting and site visit will take place:

**Date:** Monday, March 09 2020  
**Time:** 10:00 AM  
**Place:** Supreme Court/Magistrates' Court Reception Area  
 Dame Lois Browne Evans Building, 3rd Floor  
 58 Court Street, Hamilton HM12

## **1.5 Submission of Quotations**

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

Quotations must be submitted to:

Mrs Cratonia Thompson, Assistant Registrar  
 Supreme Court  
 Dame Lois Browne Evans, 3rd Floor  
 58 Court Street, Hamilton HM 12

### **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 three (3) original signed hard copies of their quotation. Quotations should be submitted in a sealed package and prominently marked "TO BE OPENED BY ADDRESSEE ONLY" with the RFQ title and number (see RFQ cover) and will not be opened until Friday March 20, 2020 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 "TO BE OPENED BY ADDRESSEE ONLY" 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 (Annex 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

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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.
- (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 on 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 by the following formula.

2.1 Price (include all cost) 5 = lowest bid, 4 = next lowest, etc. until 0 = most expensive

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, 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**

#### **Comprehensive cleaning according to periodic schedule**

The Scope of Works cover daily, weekly, monthly, and quarterly cleaning. The successful contractor shall provide all materials, chemicals and equipment necessary to carry out the cleaning services. The Department will provide all consumables such as all paper products, garbage bags, hand soap, dish detergent and air fresheners.

Cleaning to be carried out to all offices, corridors, meeting rooms, kitchens, kitchenettes, washrooms, lunch rooms, receptions, canteens, internal staircases, filing, storage and public areas occupied and used by the Judiciary on the 2nd, 3rd and 4th Floors of DLBEB (the "Service Areas"). Services are to be provided after 5:00 p.m. Monday to Friday.

#### **DEFINITION OF SERVICES & TASKS**

- **Emptying of Trash**

Trash is to be removed from all bins within the Service Areas at DLBEB and placed in the trash bin provided by the Corporation of Hamilton at curb side. A new liner is to be placed in the bins throughout the Service Areas at DLBEB.

- **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. Where there is carpet, vacuuming is required.

- **Dusting of Furniture**

Furniture is to be hand dusted with suitable cleaning agents. Where possible, a thorough dusting of surfaces, including file cabinets, bookstands, picture frames, counters, etc. is required.

- **Cleaning of Sinks**

Sinks (including counters) are to be cleaned and sanitized with suitable mildew and soap scum removal products. The kitchen sink is to be cleaned of food residue. Cleaning dishes is a part of the Contract.

- **Cleaning of Toilets**

Toilets are to be cleaned and sanitized with appropriate cleaning products. Cleaning brushes shall be supplied by the contractor.

- **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. Broken dispensers should be reported to the Managers of the Supreme Court or Magistrates' Court or designated person.

- **Checking and refilling of Soap dispensers**

All soap dispensers are to be checked and replaced as needed. Broken dispensers should be reported to the Director or designated person.

- **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 tile walls of kitchen and bathrooms, and mirrors within bathrooms.

- **Cleaning of Windows**

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

- **Cleaning of Refrigerator**

The exterior of the refrigerator is to be cleaned using the appropriate clearing materials on a weekly basis. The interior is to be cleaned on a quarterly basis, subject to all food items being removed.

## **SCOPE OF WORK**

### **Daily Cleaning**

- Empty all waste paper bins and remove trash from offices; cubicle areas; reception desk; meeting, interview, skills testing, and training rooms; and restrooms. Replace bin liners daily.
- Spot clean, remove dust, dirt and finger marks to all windows including viewing panels to doors.
- Spot clean fingerprints from the entrance doors (glass and aluminum handles).
- Wet wipe all furniture in the reception area with an approved furniture cleaning product. Clean phone set at the front desk with an approved disinfectant cleaner.
- Clean exterior face of cupboard doors, and tables.
- Clean interior of coffee machine
- Clean all water coolers throughout the department.
- Wash dirty dishes left in the kitchen sink.
- Clean all kitchen areas, sinks, cupboards exteriors, tiles, backsplash, counters, and all common rooms. Replace all hand towels and soap as needed.
- Clean all toilets, sinks, mirrors, tiles, fixtures, sweep and mop all floors with an approved EPA cleaning solution. Replace all hand towels, toilet paper rolls and soap as needed.
- Clean and disinfect all urinals in the men's washroom.
- Clean and disinfect all metal and laminated surfaces in all washrooms.

- Remove litter and vacuum all floors in reception area, offices, walkways, corridors throughout the area.
- Sweep and mop all floor tiles with an approved cleaning solution.

**Weekly Cleaning** (defined as 1 day per week)

- Remove dirt marks and stains from all office furniture with an approved cleaning solution.
- Wet wipe all furniture in offices and open areas with an approved furniture cleaning product. Clean all phone sets, and handsets with an approved disinfectant cleaner.
- Wet wipe all office equipment, printers and copies with an approved cleaning solution.
- Wet wipe all and towel dispensers and bathroom cubicles with an approved cleaning solution.
- Clean outside of microwave, toaster oven, coffee maker and refrigerator.
- Use a soft brush vacuum cleaner to vacuum the floor to remove the finer particles of dirt and dust.
- Full Hepa vacuum clean all carpeted floor areas throughout the department.
- Remove cobwebs

**Monthly Cleaning** (defined as 1 day per month)

- Clean all office picture frames (not personal) and signs, wall clocks, doors, window sills, filing cabinets, and shelves through the department.
- Disinfect all rubbish bins
- Wet wipe and clean all venetian blinds
- Vacuuming any vents where dust can collect
- Removing fingerprints and marks on accessible light switches

**Quarterly Cleaning** (defined as once every three months)

- Cleaning refrigerator interior, subject to food items being removed.

**B. MATERIAL DISCLOSURES**

**Comprehensive cleaning according to periodic schedule**

The Supplier shall provide all materials, chemicals and equipment necessary to carry out the Service, i.e. brushes, mops, buckets, approved Hepa-Vac filtered vacuum, etc. All vacuums shall be certified HEPA. Dry sweeping of carpeted areas is not permitted.

All dusting is to be carried out using a damp cloth or a static cling type cloth. All consumables like Detergent, liquid soaps, deodorants, furniture cleaners, etc. (environmentally friendly in best quality & reputed make i.e. Proctor & Gamble; Krylon/Carroll; or of a similar standard to the approval of the client is preferred). Consumables must be used in accordance with the manufacturer's recommendations and Material Safety Data Sheets are to be provided for the Client's representative review and approval prior to the use of all cleaning products, etc.

**Green Cleaning Products**

All cleaning solutions, solvents shall be environmentally friendly (preferably green) and must be approved and supplied with a Materials Safety Datasheet.

Approved Hepa-Vac filtered vacuum or bag-less environmentally friendly vacuum must be used.

### **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**

##### **Certificate of Declaration of Non-Collusion**

Each quotation must include a signed copy of the Certificate of Confirmation of Non-Collusion Form.

##### **Certificate of Incorporation**

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

##### **References**

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

See Annex C – Reference Form

##### **Local Benefits**

Each quotation must include the completed Local Benefits Form – Social, Economic, and Environmental (See Annex C – Local Benefits Form).

Each respondent should provide the following in its quotation:

- a) Percentage of Bermudians employed by the bidder
- b) Number of Bermudians employed by the bidder
- c) Is the bidder a Specified Business?
- d) Will the bidder use a Specified Business(es) in their supply chain?
- e) Will the bidder use a Specified Business(es) as a subcontractor(s)?



- f) Does the bidder offer evidence of (i) providing mentoring, apprenticeships or training opportunities for Bermudians, or (ii) being willing to offer them?
- g) Does the bidder have (i) a safety and health policy; (ii) a sustainable goods and/or services policy; and (iii) an environmental policy?

See Annex D – Local Benefits Form

## **D. MANDATORY TECHNICAL REQUIREMENTS**

### **Experience and Capability**

Each bidder must have a minimum of two (2) years' experience working in a similar type and size facility.

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

### **Financial Checks**

Prior to awarding a contract to the selected bidder, financial checks will be conducted 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.

### **Insurance**

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

### **Security Vetting**

All persons providing a Service under this Contract are subject to security vetting. If required by Government, the Contractor shall provide any requested security vetting documents, and such costs associated with security vetting will be the responsibility of the Contractor.

## **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	Local Benefits (Social, Economic and Environmental)	30	N/A
3	References	15	N/A
4	Experience and Capabilities	25	N/A
<b>Total Points</b>		100	

## 1. Pricing

See Appendix C - Pricing

## 2. Local Benefits (Social, Economic and Environmental)

The local benefit considerations will be given to each of the following factors when quotations 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 respondent's supply chain;
- Use of specified business as subcontractors (if applicable);
- Safety and health record of the respondent for the three immediately preceding years of reporting
- Environmental considerations and policy (each respondent to provide a copy)

## 3. References

### Relevant Projects and References

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

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

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

## 4. Experience and Capabilities

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; and
3. The roles and responsibilities of the respondent and any of its agents, employees, and subcontractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

The following questions will be considered when each quotation 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 respondent have the support capability required?
- Can the respondent lead, facilitate, and coordinate project planning and execution?
- Do the persons who will be working on the project have the necessary skills?
- Has the 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?

# APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

## Notes for the Respondent

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

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

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

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

## Confirmation of non-collusion

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

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

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

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

Signed

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

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

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