



**Attorney General and Ministry of Legal Affairs and Constitutional Reform**

**Attorney General and Legal Affairs Headquarters**

**Request for Quotations**  
**For**  
**Cleaning Services - Judicial Department**

Request for Quotations No.: **JUD-2022/02**

Issued: **Friday November 18, 2022**

Submission Deadline: **Friday December 09, 2022 03:00:00 PM Bermuda local time**

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|--------------------------|
| <b>TABLE OF CONTENTS</b> |
|--------------------------|

|  |           |
|--|-----------|
| <b>PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS.....</b>            | <b>3</b>  |
| 1.1 Invitation to Respondents .....                                    | 3         |
| 1.2 RFQ Contact .....  | 3         |
| 1.3 Type of Contract for Deliverables.....                             | 4         |
| 1.4 RFQ Timetable .....  | 4         |
| 1.5 Submission of Quotations .....                                     | 5         |
| <b>PART 2 – EVALUATION AND AWARD .....</b>                             | <b>7</b>  |
| 2.1 Stages of Evaluation.....  | 7         |
| 2.2 Stage I – Mandatory Submission Requirements .....                  | 7         |
| 2.3 Stage II – Evaluation .....  | 7         |
| 2.4 Stage III – Pricing .....  | 7         |
| 2.5 Selection of Top-Ranked Respondent .....                           | 7         |
| <b>PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS .....</b>          | <b>9</b>  |
| 3.1 General Information and Instructions .....                         | 9         |
| 3.2 Communication after Issuance of RFQ .....                          | 10        |
| 3.3 Notification and Debriefing.....                                   | 11        |
| 3.4 Conflict of Interest and Prohibited Conduct.....                   | 11        |
| 3.5 Confidential Information.....                                      | 13        |
| 3.6 Procurement Process Non-Binding.....                               | 14        |
| 3.7 Governing Law and Interpretation.....                              | 15        |
| <b>APPENDIX A – FORM OF AGREEMENT .....</b>                            | <b>16</b> |
| <b>APPENDIX B – SUBMISSION FORM .....</b>                              | <b>17</b> |
| <b>APPENDIX C – PRICING .....</b>                                      | <b>21</b> |
| <b>APPENDIX D – RFQ PARTICULARS .....</b>                              | <b>23</b> |
| A. THE DELIVERABLES .....  | 23        |
| B. MATERIAL DISCLOSURES.....   | 25        |
| C. MANDATORY SUBMISSION REQUIREMENTS .....                             | 25        |
| D. MANDATORY TECHNICAL REQUIREMENTS.....                               | 27        |
| E. PRE-CONDITIONS OF AWARD .....                                       | 27        |
| F. RATED CRITERIA .....  | 27        |
| <b>APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION .....</b> | <b>29</b> |

ANNEX A - SAMPLE FORM OF AGREEMENT

ANNEX B - PRICING FORM

ANNEX C - REFERENCE FORM

ANNEX D - LOCAL BENEFIT FORM

# 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 - Judicial Department**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

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 the provision of office cleaning services for its facilities located at the Dame Lois Browne Evans Building, 58 Court Street, Hamilton HM 12 (“DLBEB”) and Sessions House, 21 Parliament Street, Hamilton HM 12 (“Sessions House”) for a two-year period 1 February 2023 - 31 January 2025. This may be extended for up to twelve (12) months based on availability of funds and satisfactory performance of the contractor.

The quality of cleaning services is a reflection of the Judicial Department (the “Department”)’s image, and its ability to provide superior customer service in a safe, attractive and clean environment. Where practical, the Department will be looking for a solution that takes into account the environmental impact of cleaning materials used. The successful contractor is expected to meet minimum safety, efficiency, and quality standards. It is also expected to ensure on-site managerial personnel with experience and expertise in providing janitorial services during the hours of cleaning. The Department requires the successful contractor to maintain reasonable employment standards. The successful contractor’s employees must comply with safety, health and security requirements and will require security clearance and, where applicable, work permits.

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

## 1.2 RFQ Contact

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

Andrea Daniels  
Court Manager - Magistrates’ Court of Bermuda  
Email: [adaniels@gov.bm](mailto:adaniels@gov.bm)

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

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

Andrea Daniels

Court Manager - Magistrates’ Court of Bermuda

Email: [adaniels@gov.bm](mailto:adaniels@gov.bm)

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

### 1.3 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the "Agreement"). It is the Government's intention to enter into a contract with only one (1) legal entity. The term of the contract is to be for a period of 2 years, with an option in favour of the Government to extend the contract terms and conditions acceptable to the Government and the selected respondent for an additional term of up to 1 year.

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

### 1.4 RFQ Timetable

#### 1.4.1 Key Dates

|                                    |                                      |
|------------------------------------|--------------------------------------|
| Issue Date of RFQ                  | Friday November 18, 2022             |
| Pre-Bid / Site Meeting             | Monday November 28, 2022 12:00 PM    |
| Deadline for Questions             | Thursday December 01, 2022           |
| Deadline for Issuing Addenda       | Monday December 05, 2022             |
| Submission Deadline                | Friday December 09, 2022 03:00:00 PM |
| Rectification Period               | 5 business days                      |
| Anticipated Execution of Agreement | Wednesday February 01, 2023          |

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

#### 1.4.2 Site Visit / Pre-Bid Meeting

##### Pre- Bid Meeting and Site Visit

The bidder's designated representative is invited to attend a Pre-Bid Meeting and Site Visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage of the procurement.

The bidder is requested, as far as possible, to submit any questions in writing, to reach the RFQ Contact not later than one week before the meeting.

Non-attendance at the Pre-Bid Meeting and Site Visit will not be a cause for disqualification of a bidder.

The Pre-bid Meeting and Site Visit will take place

Date: Monday, November 28 2022

Time: 12:00 p.m.

Place: Dame Lois Browne Evans Building, Ground Floor

## **1.5 Submission of Quotations**

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

Quotations must be submitted to:

The Judicial Department  
Attn: Andrea Daniels  
Dame Lois Browne-Evans Building, 3rd Floor  
58 Court Street, Hamilton HM 12  
Bermuda

To be submitted in a sealed envelope.

Reference: Court Cleaning Services

Attention: Andrea Daniels

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

The original and all copies of the quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the respondent. This authorization shall consist of a written authorization and shall be attached to the Submission Form included in (Appendix B). The name and position held by each person signing the authorization must be typed or printed below the signature. An Electronic Record of Signature will be accepted in the submission only in accordance with the requirements laid out in the *Electronic Transactions Act 1999*. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the quotation.

Quotations should be submitted in a sealed package and prominently marked with the RFQ title and number (see RFQ cover) and will not be opened until Friday December 09, 2022 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. If a quotation fails to satisfy all of the mandatory submission requirements, the Government will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its quotation will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix D).

### **2.3 Stage II – Evaluation**

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

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

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

#### **2.3.2 Rated Criteria**

The Government will evaluate each qualified quotation on the basis of the rated criteria as set out in Section F of the RFQ Particulars (Appendix D).

### **2.4 Stage III – Pricing**

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

### **2.5 Selection of Top-Ranked Respondent**

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

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

[End of Part 2]



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

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

#### **3.1.1 Respondents to Follow Instructions**

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

#### **3.1.2 Quotations in English**

All quotations must be written in the English language only.

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

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

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

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

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

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

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

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

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

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

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

The Government makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. The Government may contract with others for

goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.1.9 Equivalency**

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

## **3.2 Communication after Issuance of RFQ**

### **3.2.1 Respondents to Review RFQ**

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

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

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

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

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

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

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

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

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

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Respondents**

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

#### **3.3.2 Debriefing**

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

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

If a respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with the Government's Complaints and Disputes procedures. The notice must provide detailed explanation of the respondent's concern with the procurement process or its outcome.

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

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

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

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to,

compromise, impair or be incompatible with the effective performance of its contractual obligations.

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

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

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

The Government may disqualify a respondent, rescind notice of selection or terminate a contract subsequently entered into if the Government determines that the respondent has engaged in any conduct prohibited by this RFQ.

### **3.4.4 Prohibited Respondent Communications**

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

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

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

### **3.4.6 No Lobbying**

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

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

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

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

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

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

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

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

#### **3.4.9 No Collusion**

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

### **3.5 Confidential Information**

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

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

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

#### **3.5.2 Confidential Information of Respondent**

- (a) A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal.

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

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

#### **3.6.1 No Process Contract**

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

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

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

This RFQ process is intended to solicit non-binding quotations for consideration by the Government and may result in an invitation by the Government to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Government by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

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

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

#### **3.6.4 Cancellation**

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

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

- (b) the economic or technical parameters of the project have changed fundamentally;
- (c) exceptional circumstances or force majeure render normal implementation of the project impossible;
- (d) all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or
- (e) where irregularities require cancellation in the interest of fairness.

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

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

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

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

[End of Part 3]

## **APPENDIX A – FORM OF AGREEMENT**

The terms and conditions found in the Form of Agreement (Appendix A) are intended to provide advance notice of some of the key contractual provisions of the Agreement, including indemnities, limitation of liabilities, service requirements, etc. that form the basis for commencing Agreement between the Government and the selected respondent.

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

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

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

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Process Contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Government and the respondent unless and until the Government and the respondent execute a written agreement for the Deliverables.

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

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

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

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

## **5. Addenda**

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

## **6. No Prohibited Conduct**

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

## **7. Conflict of Interest**

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

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

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

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

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

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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.

**SAMPLE CERTIFICATE OF INCUMBENCY**

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

DIRECTORS

List

ALTERNATE DIRECTORS

List

OFFICERS

List

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

Company Name: .....

Date: .....

\_\_\_\_\_

Secretary/Director

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

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

### 2. Evaluation of Pricing

Pricing is worth 50 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

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**

#### **Cleaning Services**

#### **Comprehensive Cleaning according to Periodic Schedule**

#### **CLEANING MATERIALS AND CONSUMABLES**

The successful contractor shall provide all materials, chemicals and equipment necessary to carry out the cleaning services, i.e. brushes, mops, buckets, approved HEPA filtered vacuum, etc. All cleaning solutions and solvents shall be environmentally friendly (preferably green) and must be approved and supplied with a Materials Safety Datasheet. All vacuums must be certified HEPA. All dusting is to be carried out using a damp or static cling cloth. Dry sweeping of carpeted areas is not permitted.

The Judicial Department will provide all consumables such as all paper products, garbage bags, hand soap, dish detergent and air fresheners. Consumables must be used in accordance with the manufacturer's recommendations.

#### **SCHEDULE OF CLEANING**

Cleaning is 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 Judicial Department on the 2nd, 3rd and 4th Floors of DLBEB and the Ground Floor of Sessions House (the "Service Areas"). Services are to be provided after 5:00 p.m. Monday to Friday, weekends and statutory holidays excluded. Additional or specific hours of work may be negotiated between the parties where necessary but must be mutually agreed upon in advance and not unnecessarily disrupt or inconvenience the governments and the public.

#### **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, and 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 the exterior face of cupboard doors, and tables.
- Clean interior of coffee machine.
- Clean all water coolers throughout the department.
- Clean all kitchen areas, sinks, cupboards exteriors, tiles, backsplash, counters, and all common rooms. Replace all hand towels and soap as needed.
- Clean all sinks, mirrors, tiles, fixtures, sweep and mop all floors with an approved EPA cleaning solution. Replace all hand towels and soap as needed.
- Clean and disinfect all toilets, brush clean toilet bowls, and replace toilet paper rolls 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 the reception area, offices, walkways and 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 the outside of the 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 (excluding personal frames) 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)

- Clean refrigerator interior, subject to food items being removed by the Judicial Department.

**DUTIES OF THE CONTRACTOR**

- All work shall be in accordance to the provisions of the scope of works as detailed.
- All work shall be completed in a workman like manner, and shall comply with all applicable local codes and laws governing the Safety and Health in the work place.
- All work shall be performed by security vetted individuals to perform their said work.
- The successful contractor shall obtain all the necessary daily records for the work to be completed during the week and provide copies of which to the owner's representative.
- The successful contractor shall keep an attendance register in which the arrival & departure time of persons deployed will be entered daily. This attendance register shall be forwarded to the Department's representative weekly for his scrutiny
- The successful contractor shall be solely responsible for all wages, health benefits, leave, insurances, bonus and uniforms etc. for all employees.
- The successful contractor will perform all services required hereunder, except when prevented by acts of God, and accident or other circumstances beyond its control.



- The successful contractor shall ensure provision of adequate manpower and shall furnish the names and addresses of the persons deployed. Each employee shall be required to fill out the attached 'Security Vetting Form.' The successful contractor will be responsible for the training of all his staff and for providing all Personal Protective Equipment.
- The successful contractor shall execute the contract directly and they shall not be permitted to give any sub-contract for part or whole of the work.
- It shall be the responsibility of the successful contractor to ensure that their staff is in proper uniform along with their name tags with photographed identification.
- The successful contractor should be responsible to ensure that cleanliness is maintained at the desired proper standards.
- If the successful contractor fails to render any or all the services for any period during the duration of the contract, the Department shall be at the liberty to instruct such work to be completed by other agencies and deduct charges incurred on this account from amount payable to the successful contractor.
- The successful contractor will be required to attend formal quarterly meetings with the Department's representative to review performance.

## **B. MATERIAL DISCLOSURES**

### **Cleaning Services**

#### Security Vetting

The successful contractor shall ensure 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 provide by the Judicial Department. The successful contractor shall be responsible for the training of all his staff and for providing all Personal Protective Equipment.

## **C. MANDATORY SUBMISSION REQUIREMENTS**

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

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

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

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

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

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

### **4. Company Certificate of Incorporation**

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

## **5. Other Mandatory Submission Requirements**

### **References**

Each bidder is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFQ from the Bidder in the last three (3) years by completing the Reference Form attached to this RFQ.

See Annex C - Reference Form

### **Technical Proposal**

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

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

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

- Cover Sheet - that identifies the organisation, provides contact information, date of submission and project name.
- Table of Contents
- Includes all Mandatory Submission Requirements Documents.
- Proposal Narrative (includes Sections A to E)

Section A – Describe the bidder's approach to the project, including an overview of the proposed plan for completing activities identified in this Request for Quotation (RFQ).

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

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

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

Section E – Provide a detailed budget that supports the total project cost. The budget should contain cost information and a proposed payment schedule by deliverable. The contract to be

awarded will be for a fixed price, but payments can be based on the completion of individual activities with Government acceptance of deliverables.

#### **D. MANDATORY TECHNICAL REQUIREMENTS**

##### **Equipment**

The successful contractor must provide all relevant labor, equipment and consumables necessary for provision of the Services.

##### **Safety and Health**

All works must be carried out in strict accordance with the Occupational Safety and Health Act 1982, and the Occupational Safety and Health Regulations 2009. No alcohol or prohibited drugs may be consumed on the site or in any vehicle related to the works or service provided. Also, no employee of the Contractor or sub-contractor shall be under the influence of alcohol or drugs whilst at work.

The successful contractor must ensure and follow proper COVID-19 protocols as prescribed the Health Department.

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

##### **Financial Checks**

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

##### **Proof of Insurance**

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

#### **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.

| <b>#</b> | <b>Category</b>               | <b>Weighting (%)</b> | <b>Threshold</b> |
|----------|-------------------------------|----------------------|------------------|
| 1        | Pricing                       | 50                   | N/A              |
| 2        | Experience and Qualifications | 20                   | N/A              |

|                     |                |     |     |
|---------------------|----------------|-----|-----|
| 3                   | Local Benefits | 30  | N/A |
| <b>Total Points</b> |                | 100 |     |

### 1. Pricing

See Appendix C - Pricing

### 2. Experience and Qualifications

Each bidder should provide the following in their quotation.

1. a brief description of the respondent
2. a description of its knowledge, skills and experience relevant to the Deliverables; an
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 respective expertise.

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

- Are sufficient people with the requisite skills assigned to the services.
- Can the respondent lead, facilitate, and coordinate the planning and execution of these services?
- Does the respondent understand the Government's needs?
- Does the respondent have the support capability required?
- Do the people involved have the necessary skills to complete this service?
- The following questions will be considered when each proposal is evaluated: -
  - Does the respondent have 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?

### 3. Local Benefits

See Annex D - Local Benefit Form

# APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

## Notes for the Respondent

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

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

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

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

## Confirmation of non-collusion

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

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

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

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

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

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

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

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