



Ministry of Finance

Accountant General

Request for Quotations
For
Janitorial Cleaning Services for the Accountant General's (ACG) Offices

Request for Quotations No.: **MoF/ACG/2019/S/001**

Issued: **Monday, April 08, 2019**

Submission Deadline: **Wednesday, May 08, 2019 04:30:00 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 **Janitorial Cleaning Services for the Accountant General's (ACG) Offices**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Government of Bermuda, Ministry of Finance, The Accountant General's (ACG) Department, formally invites you to submit a response to the RFP for the provision of Janitorial Services at the 3rd & 4th floors, Andrew's Place, 51 Church Street, Hamilton, HM 12 for the contract period of two (2) years. This may be extended for one (1) additional year based on availability of funds, and satisfactory performance of the contractor.

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

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

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

The successful contractor shall be responsible for providing to the satisfaction of the ACG appointed manager a full Cleaning Service to the premises. The successful contractor shall be responsible for supplying all labour, equipment and consumables necessary to perform the work.

1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be: Linda Lee Hill - Office Manager at llhill@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 Linda Lee Hill - Office Manager at llhill@gov.bm prior to the Submission Deadline noted in the RFQ Timetable below.

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

1.3 Type of Contract for Deliverables

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

Issue Date of RFQ	Monday, April 08, 2019
Pre-Bid / Site Meeting	Thursday, April 18, 2019 05:30 PM
Deadline for Questions	Tuesday, April 23, 2019 4:00 PM
Deadline for Issuing Addenda	Friday, April 26, 2019 4:00 PM
Submission Deadline	Wednesday, May 08, 2019 04:30:00 PM
Anticipated Execution of Agreement	Monday, June 03, 2019

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

A Pre-Bid meeting has been scheduled for this procurement. The purpose of the Pre-Bid meeting is to provide a structured and formal opportunity for the bidders to raise questions and clarify any of the proposal requirements and procurement process.

The date, time and location are provided as follows:

DATE: April 18, 2019

TIME: 5:30 PM.

LOCATION: 3rd Andrews Place, 51 Church Street, Hamilton, Bermuda.

Please confirm attendance by April 16, 2019 by contacting Linda Hill at 297 2619 or llhill@gov.bm.

Site Inspections

1. Prior to the submission deadline, it is strongly suggested that the respondent visit and inspect the site and surrounding areas where the services will be performed.

2. The respondent shall be deemed to have satisfied themselves as to the form and nature of the site, the quantities and nature of the services and materials necessary for their completion, and in general to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or affect his Proposal.

3. Respondents will be granted permission by the Government, upon application, to enter upon the site of The Works for the purpose of inspection but only upon the express condition that

such person will release and indemnify the Government from and against all liability in respect of personal injury, loss of or damage to property and any other loss.

4. Respondents shall make their own assessment of existing facilities, conditions and difficulties which will affect the execution of the services called for by the proposed contract; including local conditions, constraints due to maintenance of traffic, labour conditions, uncertainty of weather, difficulties with access, and all other reasonable contingencies. Respondents shall satisfy themselves by personal examination of the site of the proposed services and by such other means as they choose as to actual conditions and requirements, and as to the quantities required.

5. The respondent shall make and will be deemed to have made the fullest inquiries in Bermuda as to the availability of skilled and unskilled labour which he may require in the execution of the Contract and shall employ, to the extent practicable and reasonable, staff and labour from sources within Bermuda.

6. No subsequent claim will be allowed or considered for any work that may be required for the proper execution and completion of the Works, due to failure by the respondents to examine the site and make proper allowances for the conditions to be encountered.

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted to:

Accountant General's Department
3rd Floor, Andrew's Place
51 Church Street,
Hamilton HM12
Attention Linda Hill

Electronic Mail (E-mail) Submissions are not accepted

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 2 original signed hard copies of their quotation or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and e-copy of the quotation is submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the quotation, the hard copy of the quotation will prevail. Quotations should be submitted in a sealed package and prominently marked with the RFQ title and number (see

RFQ cover) and will not be opened until **Wednesday, May 08, 2019 04:30:00 PM**. The full legal name and return address of the respondent should be marked on the package as well.

1.5.4 Amendment of Quotations

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

1.5.5 Withdrawal of Quotations

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

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

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

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are listed in Section C of the RFQ Particulars (Appendix D).

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

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

2.3.2 Rated Criteria

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

2.4 Stage III – Pricing

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

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be the respondent selected by way of the lowest price. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

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

3.1.2 Quotations in English

All quotations must be written in the English language only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

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

3.1.5 Information in RFQ Only an Estimate

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

3.1.6 Respondents to Bear Their Own Costs

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

3.1.7 Quotation to be retained by the Government

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

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

contract for the provision of the described Deliverables. The Government may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.9 Equivalency

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

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ

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

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

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

3.2.2 All New Information to Respondents by Way of Addenda

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

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

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

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

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

and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

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

3.4.3 Disqualification for Prohibited Conduct

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

3.4.4 Prohibited Respondent Communications

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

3.4.5 Respondent Not to Communicate with Media

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

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Government; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.4.8 Past Performance or Past Conduct

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

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

3.4.9 No Collusion

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

3.5 Confidential Information

3.5.1 Confidential Information of the Government

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

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

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract

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

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

3.6.2 No Contract until Execution of Written Agreement

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

3.6.3 Non-Binding Price Estimates

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

3.6.4 Cancellation

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

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

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

3.7 Governing Law and Interpretation

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

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

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The terms and conditions found in the sample Form of Agreement (Appendix A) of this RFQ is 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:

8. Disclosure of Information

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

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

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 45 points of the total score.

Pricing will be scored based the formula below. Each bidder 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) 5 = lowest bid, 4 = next lowest, etc. until 0 = most expensive

2.2 The bidder 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 bidder has no outstanding Government debt

Following financial checks with Social Insurance, the Accountant General's Department's Debt Collection Section, the 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

Office Cleaning Services Scope of Work

Scope of Works

1. THE DELIVERABLES

The Government of Bermuda, Ministry of Finance, The Accountant General's (ACG) Department, formally invites you to submit a response to the RFP for the provision of Janitorial Services at the 3rd and 4th floors, Andrew's Place, 51 Church Street, Hamilton, HM 12 for the contract period of two (2) years. This may be extended for one (1) additional year based on availability of funds, and satisfactory performance of the contractor.

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

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

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

The successful contractor shall be responsible for providing to the satisfaction of the ACG appointed manager a full Cleaning Service to the premises. The successful contractor shall be responsible for supplying all labour, equipment and consumables necessary to perform the work.

Office Cleaning Services Scope of Work

Hours of Work

Scheduled hours of deliveries and/or installation shall be coordinated by the successful Respondent in co-operation with the ordering entity. The regular hours of work for the proposed services will be from (5:30 p.m. – 8:00 a.m.) daily, Monday through Friday, weekends and statutory holidays excluded. Additional or specific hours of work to be negotiated between the parties where necessary, but must be mutually agreed upon in advance and not unnecessarily disrupt or inconvenience the government and the public.

- The Contractor shall adhere to the list of responsibilities and duties described within.
- The Contractor shall be responsible for providing to the satisfaction of the Client's representative, a full office cleaning service to the premises.

- The Contractor to clean the mentioned structure, fixtures and fittings attached thereto according to the contract documents. Cleaning to be carried out to all offices, corridors, meeting rooms, kitchen, kitchenettes, washrooms, lunchroom, and reception area.
- The Contractor will submit an hourly call rate and will be available for emergency call out service during the work day.
- Services to be provided shall be defined in this agreement as 5 days per week Monday-Friday inclusive.

Frequency of cleaning

Daily Cleaning

- Empty all waste paper bins and remove trash from and restrooms and replace bin liners daily.
- Remove any trash from planter boxes, shelves or any other items found.
- Spot wash finger prints, marker marks and any mark from all wall surfaces, doors, frames, desks and glass surfaces.
- Clean exterior face of cupboard doors, urns, bench tops and table in lunchroom on 3rd
- Clean all water coolers throughout the floors.
- Clean all kitchen areas, sinks, cupboards exteriors, refrigerator surfaces, tiles, backsplash, counters/tops and all common areas. Replace all hand towels, soap, air fresheners, feminine items and soap as needed.
- Clean and disinfect all urinals in the men's washroom daily. The shower which is also to be cleaned and disinfected daily. Note all cleaning solutions, solvents shall be environmentally friendly (preferably green).
- Clean and disinfect all metal and laminated surfaces in all washrooms daily.
- Remove litter and vacuum all carpeted areas i.e. all offices, hallways and sweep and move the litter.
- Sweep and mop all floors tiles with an approved cleaning solution.

Weekly Cleaning (defined as 1 day per week)

- Spot clean fingerprints from stainless steel or aluminum door push and kick plates.
- Remove dirt marks and stains from all office furniture.
- Wet wipe all furniture in office and open areas with an approved furniture cleaning product. Clean all phone sets, and handsets with an approved disinfectant cleaner.
- Wet wipe all furniture, equipment, printers, and copiers with an approved cleaning solution.
- Clean all microwaves and refrigerators inside and out.
- Clean marks from walls, doors, ceilings, panels and spot clean all stainless steel.
- Clean and remove all cob-webs and pest droppings on all areas.
- Clean and vacuum all entrance areas and entrance mats.
- Use a soft brush vacuum cleaner to vacuum the floor to remove the finer particles of dirt and dust.
- Wipe off dirty marks with a damp cloth. In case of stubborn dirt, apply some intensive agent to the area to be treated, rub dry after a few minutes and then wipe with a damp cloth.

- Scrub shower floors and wall surrounds
- Full Hepa vacuum clean all carpet floor areas.
- Clean telephone handset in public area (reception area).
- Clean telephone handsets in lifts and public areas.

Monthly Cleaning (defined as 1 day per month)

- Clean all air vents in ceilings inclusive of vents in all restrooms.
- Spot clean all marks on vertical and horizontal surfaces.
- Vacuum all upholstery seating in the reception area with an approved Hepa-Vac filtered vacuum or bag-less environmentally friendly vacuum.
- Clean all window sills.
- Clean all internal glass surfaces.
- Clean all light fixtures
- Scrub all public trash bins and disinfect

Bi-Annual Cleaning (defined as 1 day per every 6 months)

- The Contractor will be required to steam clean all carpeted areas in all offices and walkways.
- The Contractor will be required to steam clean all office chairs and chairs in reception area.
- The Contractor shall be required to strip, clean and reseal resilient flooring.
- The Contractor shall be required to scrub all tiled floors and tiled walls in washrooms.

CLEANING MATERIALS AND CONSUMABLES

- The Contractor shall provide all materials, chemicals and equipment necessary to carry out the above services as well as the consumables to provided such as all paper products, trash receptacles bags, soap, air fresheners and feminine hygiene products.
- The Contractor shall include for the supply and provision of the following:
 1. All consumables like, bin liners, liquid soaps, floor polish deodorants, air fresheners etc (environmentally friendly in best quality and reputed make i.e. Proctor & Gamble; Krylon/Carroll; or of similar standard to the approval of the client). 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, polish and room fresheners etc.
 2. M-Tork hand towels are preferred.
 3. The Contractor shall also be responsible for providing all cleaning materials required for cleaning works i.e. brushes, mops, buckets, dry vacuums, HEPA-vacuums etc. **All vacuums shall be certified HEPA. Dry sweeping is not permitted.**
 4. **All dusting** is to be carried out using a **damp cloth or static cling type cloth.**

DUTIES OF THE CONTRACTOR

- All work shall be in accordance to the provisions of the scope of works as detailed in Article 2.
- 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 Contractor shall obtain the necessary daily records for the work to be completed during the week and provide copies of which to the owner's representative.
- The Contractor shall keep an attendance register in which the arrival and departure time of persons deployed will be entered daily. This attendance register shall be forwarded to the Client's representative weekly for his scrutiny.
- The contractor shall be solely responsible for all wages, health benefits, leave, insurances, bonus and uniforms etc. for all employees. All employees shall be required to wear a photo identification card to be supplied by the contractor.
- The Contractor will perform all services required hereunder, except when prevented by acts of God, and accident or other circumstances beyond its control.
- The Contractor shall ensure provision of adequate manpower and shall furnish the names and addresses of the persons prior to deployment. Each employee shall be required to fill out a Government 'Security Vetting Form' which will be provided by the Accountant General's Department. The contractor is 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 Contractor to ensure their staff is in proper uniform along with their name tags and photographed identification.
- The Contractor should be responsible to ensure that cleanliness is maintained at the desired proper standards.
- If the Contractor fails to render any or all the services for any period during the duration of the contract, The Client shall be at the liberty to instruct such work to be completed by other agencies and deduct charges incurred on his account from amount payable to the Contractor.
- The Contractor will be required to attend formal quarterly meetings with the Client's representative to review performance.

DUTIES OF THE USERS

- The Users must use the facilities solely for the purpose for which they are designed.
- The Users are required to remove all personal belongings from shower/bath areas after used.
- The Users must wash, dry and store personal dining utensils.
- The Users are responsible for immediately cleaning spillages and soilage.
- The Users must not use bleach-based cleaning products for additional cleaning.
- The hallways and stairs must be kept clear of waste material.
- All waste must be place in waste bins.
- The Users are to clear services where practicable.

B. MATERIAL DISCLOSURES

Office Cleaning Services Scope of Work

1. Security Vetting

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

2. 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

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Pricing (Appendix C)

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

3. Other Mandatory Submission Requirements

1. Certificate of Confirmation of Non-Collusion

Each Proposal must include a signed copy of the Certificate of Confirmation of Non-Collusion form.

2. 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.

D. MANDATORY TECHNICAL REQUIREMENTS

Eligibility and Qualifications Requirements

(1) Eligibility and Qualifications Requirements

Respondents must meet the criteria described herein.

- a. Respondent must meet certain requirements, specified herein, in order to be considered as eligible Respondents. A Respondent, who fails to meet with the requirements specified herein as to qualifications, will not qualify for final evaluation, and their submission will not be accepted.
- b. The Respondent shall submit their completed submission all appropriate documentation in order to demonstrate the necessary experience and expertise this shall include descriptions of relevant and similar past projects, details of their team, the key personnel, equipment to be assigned to this service.
- c. The Respondent must demonstrate that the team leader of their professional staff has the following:-
- Minimum of 2 years of experience in janitorial service industry.
 - The Respondent shall submit listing of equipment available for use and their inventory of the actual cost rates for use of this equipment.
- d. Respondents must include, with their bid, a copy of the company's Certificate of Incorporation as evidence of the fact that the company is an existing registered company at the date of proposal. Failure to provide the certificate of incorporation will render their bid void.
- e. The Respondent shall provide employee data to show the proportion of Bermudian employed, and their commitment to training of all employees.
- f. The Respondent shall submit their health and safety records for the last 2 years of reporting
- g. The Respondent shall include description of relevant or similar past contracts.
- h. The Respondent shall demonstrate that they have no outstanding payments to be made to the Government of Bermuda.

E. PRE-CONDITIONS OF AWARD

1. Financial Checks

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

2. Proof of Insurance

The successful respondent 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 cancelled or materially altered, except after thirty (30) calendar days written notice has been received by the Government. (Endorsements to the

Policy that name the Government as an Additional insured and establishment of cancellation notice are required).

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

F. RATED CRITERIA

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

#	Category	Weighting (%)	Threshold
1	Pricing	45	N/A
2	Experience & Capability	35	N/A
3	Social, Environment & Economic	20	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Experience & Capability

Each respondent should provide the following in its proposal:

1. a brief description of the respondent;
2. a description of its knowledge, skills and experience relevant to the Deliverables; and
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 project
- Does the project team understand the Government's needs?
- 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.

3. Social, Environment & Economic

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

- Engagement of Bermudian employee (%) during the project ;
- Use of local businesses in the respondent's supply chain;
- Use of local sub-contractors (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)

See Annex C - Local Benefits

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Respondent

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

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

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

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

Confirmation of non-collusion

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

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

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

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

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____