



**Request for Proposals**  
**For**  
**Building Cleaning Services for the Department of Parks**

Request for Proposals No.: **2018-002P**

Issued: **Wednesday, February 21, 2018**

Submission Deadline: **Tuesday, March 13, 2018 at 3:00pm AST**

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# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) to prospective proponents to submit proposals for **Building Cleaning Services for the Department of Parks**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Department of Parks is seeking bids from established cleaning service firms to provide cleaning services at the following buildings:

- The Botanical Gardens Horticultural Hall, 169 South Road, Paget Parish
- The Botanical Gardens Visitor’s Centre, 169 South Road, Paget Parish
- Department of Parks Maintenance Facility, 4 Marsh Folly Road, Pembroke Parish
- Tulo Valley Plant Nursery, 12 St. John’s Road Pembroke Parish
- Horseshoe Bay Bathroom Facilities

## 1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be: **Elizabeth Davis-Smith** ([edsmith@gov.bm](mailto:edsmith@gov.bm)).

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

Proponents downloading this file and responding are required to register with RFP contact by emailing their company name and contact information to [Purchasing@gov.bm](mailto:Purchasing@gov.bm). Amendment/addenda (if any) will be posted at <https://www.gov.bm/procurement-notices>. Proponents should visit the Government Portal website on a regular basis during the procurement process.

## 1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Government for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Government and the selected proponent. It is the Government’s intention to enter into an agreement with one or more legal entities. The term of the agreement is to be for a period of two (2) years, with an option in favour of the Government to extend the agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to two (2) one-year terms. 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 RFP Timetable

Issue Date of RFP	Wednesday, February 21, 2018
Mandatory Site Visit	Tuesday, February 27, 2018 @ 9:00 a.m. Atlantic Standard Time ("AST")
Deadline for Questions	Friday, March 2, 2018 [4:00 PM] AST
Deadline for Issuing Addenda	Tuesday, March 6, 2018 [4:00 PM] AST
Submission Deadline	Tuesday, March 13, 2018 03:00:00 PM AST
Rectification Period	5 business days
Anticipated Ranking of Proponents	Wednesday, March 21, 2018
Contract Negotiation Period	7 calendar days
Anticipated Execution of Agreement	April 20, 2018

The RFP timetable is tentative only, and may be changed by the Government at any time. For greater clarity, a business day means all days that the Government is open for business. Proponents are requested to submit a Registration of Interest to the RFP Contact prior to the deadline noted in the timetable above.

A **mandatory site meeting** will be held on **Tuesday, February 27, 2018** at 9:00 AM AST at the following location:

The Botanical Gardens Visitor's Centre  
169 South Road  
Paget Parish

The above will be the initial meeting point then the tour will move as follows:

The Botanical Gardens Horticultural Hall, 169 South Road, Paget Parish  
Tulo Valley Plant Nursery, 12 St. John's Road Pembroke Parish  
Department of Parks Maintenance Facility, 4 Marsh Folly Road, Pembroke Parish  
Horseshoe Bay Beach Bathroom Facility  
Visitors Center

Failure to be present at each site and sign-in will result in the disqualification of your proposal submission.

The visits will be conducted during the regular business hours of 9:00am to 3:00pm in order to become familiar with conditions that may affect the proposed work.

All proponents or their official representative(s) attending the site meetings are responsible for their own cost and are required to attend each site so they are fully acquainted with existing conditions and limitations.

The proponent or their official representative must register their presence with the RFP Contact, Elizabeth Davis-Simth, at the start of the meeting and each site stating the name of the company they represent, their email address, and phone number.

The purpose of the meeting will be to visually review the site conditions, clarify issues and to answer questions on any matter that may be raised.

Proponents are responsible to have a copy of the RFP documents and for making their own notations during the site visits.

Any modification of the RFP documents that may become necessary as a result of the site visits will be made and furnished to all proponents.

The proponent shall be deemed to have satisfied themselves as to the form and nature of the sites, the quantities and nature of the Deliverables and materials necessary for the completion of the Deliverables and, in general, to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or affect his proposal submission.

Proponents shall make their own assessment of existing facilities, conditions and difficulties which will attend the execution of the Deliverables called for including local conditions, constraints due to working in an occupied area with restricted hours, labour conditions, uncertainty of weather, accessibility to site(s), and all other reasonable contingencies. Proponents shall satisfy themselves by personal examination of the sites of the proposed Deliverables and by such other means as they choose as to actual conditions and requirements, and as to the quantities required.

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

## **Public Opening of Proposals**

The Ministry will examine Proposals to determine whether they are complete, whether the requisite Proposal whether the documents have been properly signed and whether the Proposals are generally in order. Proposals shall be opened after 3:00 PM AST, on the 20<sup>th</sup> February, 2018.

At Proposal opening, a member of the Purchasing and Tendering Committee will announce the Proponents' names and the Proposal Prices. The Ministry shall prepare, for their own records, minutes of the Proposal opening, including the information disclosed to those present.

## **1.5 Submission of Proposals**

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

Proposals must be submitted at:

Tender Box located at the Ministry of Public Works  
Located on the 3<sup>rd</sup> Floor, General Post Office Building  
56 Church Street  
Hamilton, HM 12, Bermuda  
Proposal for Parks Building Cleaning Services - **2018-002P**  
Attention: Elizabeth Davis-Smith  
Do not open until **Tuesday, March 13, 2018 at 3:00 pm AST**

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the deadline will be rejected.

### **1.5.3 Proposals to be Submitted in Prescribed Format**

Proponents shall submit **seven (7)** original signed hard copies of their proposal in a sealed package or **one (1)** electronic copy, in Microsoft Word or Adobe PDF format. If both a hard copy and electronic copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal will prevail. Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent.

### **1.5.4 Amendment of Proposals**

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

### **1.5.5 Withdrawal of Proposals**

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

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

The Government will conduct the evaluation of proposals and negotiations in the following stages:

#### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Government will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP 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 proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the Government as to whether a proposal 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 proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

#### **2.4 Stage III – Pricing**

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

#### **2.5 Stage IV – Ranking and Contract Negotiations**

##### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the Government. In the event of a tie, the selected proponent will be the proponent selected by way of the lowest price.

## **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Government or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Government and the selected proponent. Negotiations may include requests by the Government for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Government for improved pricing or performance terms from the proponent.

## **2.5.3 Time Period for Negotiations**

The Government intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Government invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

## **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Government may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Government elects to cancel the RFP process.

## **2.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]



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

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

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals must be written in the English language only.

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

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

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

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

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

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

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

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

#### **3.1.7 Proposal to be Retained by The Government**

The Government will not return the proposal or any accompanying documentation submitted by a proponent.

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

The Government makes no guarantee of the value or volume of work to be assigned to the selected proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Government may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.1.9 Equivalency**

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

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Government is under no obligation to provide additional information, and the Government is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Government is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

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

This RFP may be amended only by addendum in accordance with this section. If the Government, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. All addenda will be published online at <https://www.gov.bm/procurement-notice>. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), proponents must 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 proposals, the Government may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The Government may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

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

#### **3.3.2 Debriefing**

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

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

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

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

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

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

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

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

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

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

The Government may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Government determines that the proponent has engaged in any conduct prohibited by this RFP.

#### **3.4.4 Prohibited Proponent Communications**

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

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

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

#### **3.4.6 No Lobbying**

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

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

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

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

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

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

#### **3.4.9 No Collusion**

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

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of The Government**

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

- (a) is the sole property of the Government and must be treated as confidential;

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

### **3.5.2 Confidential Information of Proponent**

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

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

### **3.6.1 No Process Contract and No Claims**

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

- (a) Participation in this RFP will not give rise to any preliminary contract or collateral contract;
- (b) No proponent shall have any claim for any compensation of any kind whatsoever (whether in contract, tort, law, equity or otherwise), as a result of participating in this RFP, and by submitting a proposal each Proponent 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 proponent is at the discretion of the Government. The Government shall have no liability to any proponent with respect to the awarding of contract or the failure to award a contract to any proponent. Proponents acknowledge that the lowest priced proposal might not be awarded a contract.

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

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Government by this RFP process until the successful negotiation and 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 proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. 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 RFP 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 RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will 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

## SERVICES AGREEMENT (sample only)

THIS SERVICES AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the “Effective Date”)

BY AND BETWEEN:

(1)

**Ministry:**

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**Department:**

**Address:**

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(Hereinafter called the “**Government**”) of the one part; and

(2) The supplier as identified and set out in Schedule A (hereinafter referred to as the “**Supplier**” or “**you**”) of the other part.

The Government and you are individually referred to as a “**party**” and collectively as the “**parties**”.

This Agreement including Schedule A, Appendix 1 and Appendix 2, sets out the terms and conditions upon which you will provide services to the Government.

# SCHEDULE A

## STATEMENT OF WORKS

This Schedule is incorporated into the Agreement. Capitalized terms used but not defined in this Schedule will have the meanings given to them in the Agreement. If a term in this Schedule conflicts with a term in the Agreement, the provisions of this Schedule will prevail to the extent of such conflict.

**1 Supplier Name and Contact Information:**

Supplier:

---

Address:

---

Tel:

---

Mobile no:

---

Email:

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**2 Term and Termination**

- a. This Agreement shall be effective on the Effective Date. The Services shall commence on the Commencement Date and continue until the Completion Date. Following the Completion Date, this Agreement shall end and expire unless terminated earlier in accordance with its terms (the "Term").

**Commencement Date:**

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**Completion Date:**

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**Termination Notice Period:** 30 days prior written notice

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- b. In the event that Services are provided to the Government beyond the Completion Date of this Agreement, the terms and conditions of this Agreement shall continue on a day-to-day basis terminable without cause upon 24 hours prior written notice by either party to the other.



3 **Fee**

- a. The Government will compensate you the gross fee(s) of **BMD\$\_\_\_\_\_ monthly** for the Services, subject to the General Terms and Conditions. The Fee will be subject to deductions by law in the event that you have not registered as a consultant with the relevant Government department.
- b. The Fee will be subject to further deductions for the following reasons:
  - a. Where there has been an overpayment to you for any reason;
  - b. Where the Government has suffered loss by your failure to follow instructions or exercise due diligence;
  - c. If you cause damage to Government property, the value of replacement or repair of the damaged property shall be deducted from the Fee;
  - d. If you leave or terminate this Agreement without giving the required notice, the value of the Fee for the notice period may be deducted;
  - e. When you no longer provide Services to the Government, there will be a deduction of any overpayments or advances of payment taken in excess of the Fee; and
  - f. Where you have outstanding payroll taxes or social insurance contributions.

4 **Expenses, Miscellaneous Charges and Taxes**

- a. You are not allowed to incur charges and/or expenses (“**Expenses**”) associated with the provision of the Services without having received prior written consent from the Government.
- b. All requested Expense shall be provided to the Government in writing and the decision to pay expenses suffered or incurred in breach of this section shall be at the sole discretion of the Government.
- c. You shall be responsible to register with the appropriate Government Department and to pay for all taxes associated with the provision of Services, including but not limited to payroll tax or social insurance (“**Taxes**”) and you consent to the Government deducting due or outstanding Taxes from the Fee on your behalf, at the Government’s option.
- d. Your tax information:

Payroll Tax No	Social Insurance No.

- e. In the event that the Government has not made deductions on your behalf, you shall provide to the Government proof of payment of amounts due to the Government such as any Taxes and all other receivables to the Government, prior to you receiving your final payment.

5 **Insurance coverage**

You shall acquire insurance policies in the amounts as set out below, in accordance with and subject to the insurance section of the General Terms and Conditions of this Agreement:

Insurance Coverage	Minimum Coverage amount
Professional Liability	<b>BMD\$2,000,000</b>
Worker’s compensation	<b>BMD\$500,000</b>

**IN WITNESS WHEREOF**, the parties, or their authorized representatives, have read and agree to the terms and conditions of this Agreement on the Effective Date.

<p><b>SIGNED</b> by a duly authorised officer for and on behalf of the <b>Government</b></p>	Signature:
	Print Name:
	Title:
<p><b>SIGNED</b> by the <b>Supplier</b> or a duly authorised officer for and on behalf of the <b>Supplier</b></p>	Signature:
	Print Name:
	Title:

## GENERAL TERMS AND CONDITIONS

The parties, intending to be legally bound, agree that in this Agreement, words by their context importing the plural shall include the singular and vice versa, references to either gender includes any other gender or a neutral entity. Where the contexts requires, the word "Supplier" shall include the word "you" and vice versa.

### **1 Provision of Services**

- 1.1 You shall perform the services as described in Appendix 1 for the Government ("**Services**") in accordance with and subject to this Agreement which includes Schedule A, Appendix 1 and these General Terms and Conditions.
- 1.2 While on the Government's, premises you will comply with all Government policies, procedures, rules or other instructions ("**Rules**"), including Rules for security for information technology ("**IT**"); and Rules for health and safety, as notified and you and will conduct yourself in a professional and safe manner. You shall notify the Government if you become aware of any breaches in IT security or health and safety violations. The Government may require personnel with access to premises or IT systems to sign a confidentiality undertaking.
- 1.3 You agree to abide by any other instructions or information as may be provided by the Government.

### **2 Representation and Warranty**

You represent and warrant that:

- 2.1 you are and shall remain responsible for all acts, errors or omissions of any person engaged by you or providing Services on your behalf and for ensuring their compliance with the requirements and obligations of this Agreement;
- 2.2 you and any person engaged by you, are in possession of all qualifications, rights, permits, licenses or authorizations ("**Consents**") necessary for the provision of Services and you will maintain such Consents at all times while providing the Services;

- 2.3 the Services are to be provided in accordance with all applicable laws, rules, regulations and policies of the Government; and
- 2.4 you are fully satisfied as to the scope and nature of your obligations under this Agreement and you have the corporate power and authority to enter into, and perform your obligations under this Agreement.

### **3 Inspection, Acceptance of Service and Remedies**

- 3.1 The Government shall at all times retain the right to inspect and accept or reject the Services.
- 3.2 If the Service does not conform to the warranty as set out in this Agreement, you shall make any required corrections promptly at no additional charge. In the event that you do not make corrections promptly, the Government may, at its discretion and at your cost and expense, use all reasonably commercial efforts to correct any such non-conformance or non-availability of Service promptly, or you shall, at your cost and expense, provide the Government with an alternative means of accomplishing the desired outcome or performance.
- 3.3 Your failure to proceed with reasonable promptness to make necessary corrections shall be a default. If your corrected performance remains unacceptable, the Government may terminate this Agreement, reduce the Fee and/or reject the hours submitted in connection with such work to reflect the reduced value of services received.

### **4 Fee, Invoicing Terms and Taxes:**

- 4.1 The Government shall pay you the Fee for the Services during the Term, in arrears. Your Fee is subject to deductions as set out in Schedule A.
- 4.2 You shall provide a monthly invoice to the Government itemizing the hours worked and the services provided.
- 4.3 Government shall pay the Fee and/or undisputed invoices **30 days in arrears**. The Government may dispute an invoice within

**30 days of receipt**, however, the Government reserves the right to dispute payments made on an invoice at any time if it suspects fraud or willful misconduct on your part (“**Faults**”). In the event that any Faults are discovered in relation to payments made to you, the Government reserves the right to recover such payments from you, at your cost (which shall include all legal and collection fees and expenses) or to set off any disputed amounts against unpaid invoices.

- 4.4 Your failure to timely submit a proper invoice as set forth in this section may result in a delay in payment by the Government. You agree that the Government is not responsible, nor will it be liable to you or under law or equity for any interest or expenses that you may incur resulting from any delays in payment caused by your failure to comply with the terms of this Agreement.
- 4.5 Except for the Fee and any approved Expenses, no other amounts are payable by the Government to you. Government may set off any amounts owed by you to the Government against any Fees or Expenses.
- 4.6 The Government shall pay by direct transfer into your bank account. It is your responsibility to inform the Government of your current contact and bank details in order that the Government can contact and make payment to you.
- 4.7 Without prejudice to section 4.1, the Government reserves the right to refuse to pay an invoice in the event that the invoice is presented 6 months after the time when it should have been presented for payment.

**5 Indemnity, Limitation of Liability, Insurance and Force Majeure**

- 5.1 You shall indemnify, keep indemnified and defend the Government against all costs (including reasonable legal costs), claims, damage (including damage to software and equipment), loss or expenses arising from any breach by you, or any person engaged by you, of the terms of this Agreement, including bad faith, errors or omission to act in the provision of the Services. The Government may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.
- 5.2 Without prejudice to Government’s

obligations to pay the Fee, neither you nor the Government shall be liable under this Agreement for any loss of profits, loss of business or other losses of opportunity to make a profit, whether foreseeable, unforeseeable, foreseen or unforeseen.

- 5.3 Nothing in this Agreement shall exclude or limit liability against, among other matters, wrongful use of Information (as defined below); fraud; willful misconduct or any liability which cannot be lawfully limited or excluded.
- 5.4 Without limiting the provisions of this Section, each party’s maximum aggregate liability, for all claims in connection with this Agreement or the performance thereof arising during its entire term shall be limited to the Fees paid to you under this Agreement for the month immediately preceding the date the on which the latest claim(s) first arose.
- 5.5 **Insurance:** You shall maintain at your sole expense, on a primary basis, and an “occurrence basis”, at all times during the Term, insurance policies (“**Insurance Policies**”) with coverage as set out in Schedule A. The Insurance Policies shall be evidenced by delivery to the Government of certificate(s) of insurance executed by the insurer(s) listing coverages and limits, expiration dates and terms of the policy or policies and all endorsements, and upon request a certified copy of each policy including all endorsements. Failure to provide acceptable proof of insurance as required by the Government shall entitle the Government to **either obtain or maintain the Insurance Policies on your behalf at your sole cost and expense, or to terminate this Agreement without prejudice to any other of the Governments rights or remedies in connection with this Agreement.**
- 5.6 You shall be responsible for the payment of all deductible amounts on such policy or policies and shall on request supply to the Government copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 5.7 You shall notify the Government forthwith of any changes to any of the Insurance Policies, or of any claims or potential claims which

have arisen to which the insurer(s) of the above policy or policies may be required to respond.

- 5.8 The policy clause "Other Insurance" or "Excess Insurance" shall not apply to any insurance coverage currently held by The Government of Bermuda, or to the Government of Bermuda's Self-Insured Retentions of whatever nature.
- 5.9 If you subcontract any work under this Agreement, you shall ensure that each subcontractor maintains insurance coverage with policy limits of at least the amounts stated in Schedule A.
- 5.10 The insurance requirements set forth above do not in any way limit the amount or scope of your liability under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage that the Government is willing to accept to help ensure full performance of all terms and conditions of this Agreement.
- 5.11 Neither of the parties shall be liable to the other for failure or delay to perform obligations under this Agreement to the extent that any delay is caused by flood, fire and other event beyond its reasonable control (not caused by its own act or negligent omission) ("*force majeure*") but each party shall use its best endeavors to perform its obligations notwithstanding the *force majeure* event.

## **6 Confidentiality and Non-Publicity**

- 6.1 You must ensure that all information or data (including this Agreement, documents, plans, technical or financial data) and other information where you should reasonably understand the confidential nature of that information or any other Government information not in the public domain ("**Information**") is protected against unauthorized access, use, copying or disclosure as Information is strictly confidential. You acknowledge that the improper use or disclosure of Information could be unlawful. You must comply with Government's instructions in relation to Information.
- 6.2 A breach or anticipated breach of the confidentiality provisions of this Agreement, will cause the Government irreparable harm

and you agree that monetary damages alone may not be an adequate remedy and, accordingly, that the Government will, without prejudice to any other rights or remedies that it may have, be entitled, without proof of special damages and without the necessity of giving an undertaking in damages, to seek an injunction or specific performance, at your cost on a full indemnity basis, together with all other remedies as may be available in law or equity.

- 6.3 If you or anyone acting on your behalf fails to abide by the confidentiality provisions at any time, then such failure shall constitute a material breach of this Agreement and you shall pay the Government the equivalent of the Fee paid to you for a 3 month period as liquidated damages, in addition to any attorney's fees and costs of enforcement. You and anyone acting on your behalf shall be jointly and severally liable to the Government under this section.
- 6.4 You may not use the Government's name or logo for any publicity or marketing purposes.

## **7 Term and Termination**

- 7.1 The term of this Agreement shall be as set out in Schedule A.
- 7.2 Either party may terminate a Service or this Agreement, in part or in whole, during the Term upon prior written notice without cause in accordance with the termination notice period as set out in Schedule A.
- 7.3 The Government may immediately terminate this Agreement if you commit a material breach of this Agreement, including failure to deliver a service within agreed timeframes, which is not remedied within 30 days of notice by the Government informing you of the breach, or an irremediable breach.
- 7.4 Either party may immediately terminate if the other party's performance is affected by a *force majeure* event which lasts 30 days or more.
- 7.5 Either party may terminate this Agreement by giving the other party prior written notice immediately if, where applicable, either party becomes insolvent or chooses to discontinue its business or loses its Consent. In the event of immediate termination of this Agreement, all Fees due and payable shall be paid

promptly to you, subject to this Agreement.

- 7.6 The rights arising under this termination clause represent your sole remedy and excludes common law rights to terminate and claim damages for loss under this Agreement.
- 7.7 Upon expiry or termination of this Agreement, you shall provide the Government with all such assistance as may be reasonably necessary in order to end the relationship in a manner which causes the least inconvenience to the Government including returning all Government property.
- 7.8 The expiry or termination of this Agreement in any manner shall not release either party from any liability or responsibility with respect to any representation or warranty. Sections related to limitation of liability, indemnification, non-disclosure of confidential information and intellectual property shall survive the expiry or termination of this Agreement.

## **8 General**

- 8.1 This Agreement is effective on the Effective Date. Where this Agreement refers to past or current obligations, this Agreement applies retrospectively from that date.
- 8.2 This Agreement supersedes, extinguishes and replaces all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral including whether in invoices, emails or otherwise between the parties relating to the Services and is the complete agreement between the parties.
- 8.3 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 8.4 You will be an independent contractor and nothing in this Agreement shall render you an employee, worker, agent or partner of the Government and you shall not hold yourself out as such.
- 8.5 You may not assign or transfer any rights or obligations under this Agreement (for example assigning or factoring invoices) without the Government's prior written consent. Any such transfer by you in breach of this section shall be void and be an irremediable material breach of this Agreement. Government may transfer its rights and obligations under this Agreement without notice or consent.

- 8.6 Waiver of any breach of this Agreement must be in writing to be effective and shall not be a waiver of any subsequent breach, nor shall it be a waiver of the underlying obligation. Should any court determine that any provision of this Agreement is not enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable.

- 8.7 All actions, claims or demands against the Government must be commenced in court within one (1) year after the cause of action has accrued, or the action, claim or demand is barred, time being of the essence.

- 8.8 You consent to the Government processing data relating to you for legal, personal, administrative and management purposes and in particular to the processing of any sensitive personal data relating to you, as appropriate. The Government may make such information available to those who provide products or services to it (such as advisers and payroll administrators), regulatory authorities, potential or future employers and governmental or quasi-governmental organizations including those outside of Bermuda.

## **9 Governance**

- 9.1 You shall inform Government promptly of all known or anticipated material problems or of any conflicts of interest which might affect your ability to provide the Services.
- 9.2 You agree to provide the Government (and, if the Government requests in writing, its auditors and competent regulatory authorities) with full information on the provision and delivery of the Services in an open and cooperative way and attend meetings with the Government to discuss the Services and this Agreement.

## **10 Governing law and Dispute Resolution**

This Agreement is subject to and construed in accordance with, Bermuda law. You and the Government submit to the exclusive jurisdiction of the Bermuda courts in relation to this Agreement. You must send any

notices relating to this Agreement to the Government at the contact details as set out above.

## APPENDIX 1

### Service Objective

To provide cleaning services on Government premises in accordance with the service level agreement and this Agreement. Services generally be provided outside of normal working hours e.g. outside of 9am – 5pm Monday to Friday.

### Service Provision

1. The Supplier and its personnel assigned to the Government facility agree to:
  - 1.1 Perform the cleaning and janitorial services in accordance with the statement of work as set out in this appendix.
  - 1.2 Adhere to all aspects of the security and facility access rules, regulations and procedures for employees which may include background checks, photographic identification cards and computerized access control. The Government reserves the right to refuse and/or remove any employee of the Supplier that does not meet the security or performance requirements.
  - 1.3 Advise all employees prior to assignment that public areas and administration offices are not to be used as break areas AND the consumption of alcoholic beverages or drugs are strictly forbidden. There is to be no smoking on any Government property.
  - 1.4 Use only Supplier employees to provide the Services. Subcontracting the Services or any part of the Services is prohibited without the Government's prior written consent.
  - 1.5 Pay its employees, or anyone working on its behalf, all wages, taxes and benefits required by law or other legal agreement.
  - 1.6 Provide a list of all equipment to be used for the Services.
  - 1.7 Provide a list of all cleaning materials used to perform the Services. The Department reserves the right to require the use of a certain cleaning products or type of product if that product is specified or required under the terms of a warranty or guarantee.
2. The Government reserves the right to request an authorized representative to carry out an inspection of the subject areas with the Supplier's appointed supervisor at any time during work hours at times to be agreed.
3. The Supplier must provide 24 hour telephone communication between the shift supervisor and the Government.
4. The Supplier shall supply extra staff for "on call work" as requested so as not to detract from scheduled work. Costs for this will be billed separately by the Supplier.
5. The Supplier is required to make the most efficient use of all cleaning materials whilst maintaining a high level of service. Any misuse or theft of Government property or supplies will result in prosecution to the maximum extent of the law.
6. The Supplier shall use its best efforts to hire only Bermudians or those workers that have a legal right to work in Bermuda.
7. There will be regular performance meetings between the Supplier and the Governments' representative.



**APPENDIX 1**

**Statement of Work**

<b>Service Objective</b>	<b>Service Level Provisions by cleaning services</b>	<b>Responsibilities</b>
<p><u>Public Toilets, Showers and Washrooms.</u> To maintain a hygienic environment and the preservation and maintenance of the fabric of the building.</p>	<p>Bins are emptied daily.</p> <p>Toilets (including seat and cistern), basins, showers and baths are free from dirt and smears.</p> <p>Vanity units, shelves, dispensers, mirrors, fixtures and fittings are free from dust and dirt.</p> <p>Floor is free from dirt and debris.</p> <p>Dispensers – soap, toilet roll, hand towels are replenished as required.</p>	<p>Users must use the facilities solely for the purpose for which they are designed.</p> <p>Users are required to remove all personal belongings from shower/bath areas after use.</p>
<p><u>Kitchens and Common Rooms</u></p> <p>To maintain a hygienic environment for food preparation and consumption.</p>	<p>Daily Kitchen waste is removed</p> <p>Weekly Walls are spot cleaned.</p> <p>Skirting and sills are free from dirt and smears.</p> <p>Fridge/dishwasher door (external) are free from dirt and smears.</p> <p>Kitchen surfaces and tables are free from dirt and smears.</p> <p>Floor is free from dirt and debris.</p> <p>Furniture, fixtures and fittings are free from dust and smears.</p>	<p>Users must wash, dry and store personal cooking and dining utensils.</p> <p>Users are responsible for immediately cleaning spillages and soilage.</p> <p>Users must not use bleach-based cleaning products for additional cleaning.</p> <p>Users to clean the inside of microwaves.</p> <p>Users to periodically defrost/clean inside of fridge.</p>

<p><u>Corridors and Stairs</u></p> <p>To maintain a clean and safe environment</p>	<p>Daily Waste bins are emptied.</p> <p>Floor is free form debris/litter.</p> <p>Weekly Furniture. fixtures and fittings are free from dust and smears.</p> <p>Telephones are dust free.</p> <p>Floors are free from dirt and debris.</p>	<p>Corridors and stairs must be kept clear of waste material.</p>
<p><u>Reception and Entrance Areas</u></p> <p>To maintain a clean and safe environment</p>	<p>Daily Waste bins are emptied.</p> <p>Desks and counters are free from dirt and smears.</p> <p>Glazed vision panels in entrance doors are free from dirt and smears.</p> <p>Floor is free from dirt and debris.</p> <p>Weekly Furniture. fixtures and fittings are free from dust and smears.</p> <p>Telephones are dust free.</p>	<p>All waste must be placed in waste bins.</p> <p>Users are responsible for disposing of recyclable materials separately.</p> <p>Users to clear services where practicable.</p>
<p><u>Offices</u></p> <p>To maintain a clean and safe environment.</p>	<p>Weekly Furniture, fixtures and fittings are free from dust and smears.</p> <p>Telephones are dust free.</p> <p>Floor is free from dirt and debris.</p> <p>NB: Where offices are over full/cluttered with personal belongings then cleaning may not be possible.</p>	<p>All waste must be place in recycle waste bins in corridor nearby.</p> <p>Users are responsible for disposing of recyclable materials separately.</p> <p>Users to clear services where practicable.</p>

**APPENDIX 2**

**Definition of Janitorial Services & Tasks**

**Empty trash containers**

Trash will be sorted as 'blue' recycling (cans/glass) and 'other' all other rubbish which will be collected in separate colour coded receptacles. Carry container to cart and empty. Replace liner if necessary.

**Clean trash containers**

Spray inside of container with approved cleaner. Wipe out and replace liner.

**Vacuum and mop floors**

Vacuum entire floor including: edge vacuuming corners; baseboards; around furniture. Mop entire floor including edge mopping, around furniture, with an approved cleaner at proper mixture levels.

**Re-finish floors**

Hard surface floors will be scrubbed and assessed for the amount of finish that will be applied to deliver a polished appearance.

**Clean walls, partitions and doors**

Wipe partitions, walls and doors clean with approved cleaning solution

**Spot-clean walls, partitions and doors**

Remove finger smudges, spots, or graffiti from walls and doors as required with appropriate cleaning materials.

**Clean and disinfect restroom fixtures**

Clean and disinfect restroom fixtures with an approved chemical.

**Clean drinking fountains**

Wipe all surfaces of fixtures with approved cleaner; polish bright work.

**Clean sinks**

Wipe all surfaces of fixtures with approved cleaner; polish bright work.

**Replenish supplies**

Restroom supplies - Refill soap, towel, and toilet paper dispensers, making sure they are operational.

**Break room and ready room**

Refill soap and towel dispensers, making sure they are operational.

**Clean mirrors and partitions**

Wipe all surfaces of fixtures with approved cleaner.

**Power wash walls and floors**

Use pressure washer machine following manufacturer's direction and thoroughly clean the walls and floors of a hard surface area.

**Dust surfaces and vents**

Wipe down surfaces and dust surfaces which are free of objects, including vents, ledges, window sills, and cubicle partitions.

**Remove graffiti**

Remove graffiti with an appropriate cleaning chemical/solution

**Spot carpet care**

Use carpet steam cleaner to appropriately clean the area that has been stained.

**Clean windows**

Use an approved cleaning solution to clean the interiors sides of windows and door vision panels

**Note**

The Supplier will give special attention to Green Cleaning methods.

End of APPENDIX A – FORM OF AGREEMENT

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Country:	
Postal Code:	
Phone Number:	
Proponent's Social Insurance Number issued by the Government of Bermuda:	
Proponent's Tax Payroll Number issued by the Government of Bermuda:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

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

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, 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 bidding process), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Government and the proponent unless and until the Government and the proponent execute a written agreement for the Deliverables.

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

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

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

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

### **5. Addenda**

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

### **6. No Prohibited Conduct**

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

### **7. Conflict of Interest**

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

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

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

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

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

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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.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

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

### 2. Evaluation of Pricing

Pricing is worth 30 points of the total score.

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

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

In addition to any rectification processes, or rights to verify, clarify and supplement,

- (a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis:
  - (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;
  - (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
  - (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.



### 3. Required Pricing Information

#### 3.1 Contract Pricing - Year 1

Site	Monthly Labour Costs	Monthly Material Costs	Site Monthly Fee
Botanical Gardens (BG) Visitor's Centre	\$	\$	\$
Botanical Gardens (BG) Horticultural Hall	\$	\$	\$
Marsh Folly Complex	\$	\$	\$
Tulo Valley Nursery	\$	\$	\$
Horseshoe Bay Bathroom Facilities (Peak Season)*	\$	\$	\$
Horseshoe Bay Bathroom Facilities (Off Season)*	\$	\$	\$
Subtotal Monthly Fees (A)			\$
<b>Year 1 Pricing ["A" multiplied by 12 (months)] (B)</b>			\$

#### 3.2 Contract Pricing - Year 2

Site	Monthly Labour Costs	Monthly Material Costs	Site Monthly Fee
Botanical Gardens (BG) Visitor's Centre	\$	\$	\$
Botanical Gardens (BG) Horticultural Hall	\$	\$	\$
Marsh Folly Complex	\$	\$	\$
Tulo Valley Nursery	\$	\$	\$
Horseshoe Bay Bathroom Facilities (Peak Season)*	\$	\$	\$
Horseshoe Bay Bathroom Facilities (Off Season)*	\$	\$	\$
Subtotal Monthly Fees (C)			\$
<b>Year 2 Pricing ["C" multiplied by 12 (months)] (D)</b>			\$
<b>Contract Value [Add: "B" + "D"]</b>			<b>\$</b>

### 3.3 Optional Years Pricing – Optional Year 1

Site	Monthly Labour Costs	Monthly Material Costs	Site Monthly Fee
Botanical Gardens (BG) Visitor's Centre	\$	\$	\$
Botanical Gardens (BG) Horticultural Hall	\$	\$	\$
Marsh Folly Complex	\$	\$	\$
Tulo Valley Nursery	\$	\$	\$
Horseshoe Bay Bathroom Facilities (Peak Season)**	\$	\$	\$
Horseshoe Bay Bathroom Facilities (Off Season)**	\$	\$	\$
Subtotal Monthly Fees			\$

### 3.4 Optional Years Pricing – Optional Year 2

Site	Monthly Labour Costs	Monthly Material Costs	Site Monthly Fee
Botanical Gardens (BG) Visitor's Centre	\$	\$	\$
Botanical Gardens (BG) Horticultural Hall	\$	\$	\$
Marsh Folly Complex	\$	\$	\$
Tulo Valley Nursery	\$	\$	\$
Horseshoe Bay Bathroom Facilities (Peak Season)**	\$	\$	\$
Horseshoe Bay Bathroom Facilities (Off Season)**	\$	\$	\$
Subtotal Monthly Fees			\$

\*\* The Horseshoe Bay restrooms are identified as high traffic public facilities. Cleaning is required three times a day on a daily basis including Public Holidays. The peak season for Horseshoe Bay is classified as the beginning of May until the end of October. The off-peak season for Horseshoe Bay is classified as the beginning of November until the end of April. The selected proponent is required to provide the list of supplies identified in Appendix D, paragraph 11.3.

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

#### 1. General Standards and Expectations

- 1.1. The Parks Staff Buildings shall not be used by the selected proponent for any other purpose than specified or approved by the Department of Parks. The selected proponent should not knowingly permit any access or use by other persons than those prescribed and permitted by the Department of Parks.
- 1.2. The selected proponent shall ensure that the Parks Staff Buildings are protected against accidental or negligent damage that may be caused through undertaking the works specified herein. In this regard, the selected proponent is advised that biohazardous substances as stipulated in section C.01.01 may be encountered within restrooms located within the Parks Staff Buildings and may be encountered in the course of executing these works.
- 1.3. The selected proponent shall be responsible for applying all standard industry precautions and best practice methods to minimize safety and health risks in accordance with Section 6 of this Appendix (Health and Safety).
- 1.4. The selected proponent shall have free access to the sites for the duration of the works as stipulated in section 2.7 of this Appendix.
- 1.5. Notwithstanding the above, the Department of Parks may at times restrict or prohibit the selected proponent access at specific times considered by the Department of Parks to be necessary or desirable. A minimum of five (5) working days' notice will be given in this instance where feasible. The Department of Parks shall not bear the cost of any such delay or denial of access; the selected proponent shall be expected to alter their work routine accordingly.
- 1.6. Public access must not be denied or impeded by contract activity unless previously approved by the Department of Parks. Should public access be denied, the selected proponent shall post signage, which has been approved by the Department of Parks' Field Representative, which notifies the public accordingly.
- 1.7. Every courtesy and assistance shall be given by the selected proponent's staff to members of the general public using the Parks Staff Buildings.
- 1.8. Any damage caused by the selected proponent in carrying out the works of this contract shall be immediately made safe and repaired to the satisfaction of the Department of Parks at the earliest convenient time, or as directed by the Parks Department and at the sole cost of the selected proponent.
- 1.9. The selected proponent shall coordinate with the Department and its forces to achieve arrangements for concurrent work to the Parks Staff Buildings as required.

## 2. Management of the Works

- 2.1. The overall management of the Parks Staff Buildings detailed herein remains the prerogative of the Department of Parks. The Department of Parks reserves the right to prescribe the type and timing of all the work to be undertaken.
- 2.2. The selected proponent is responsible for planning, supplying, undertaking the specified tasks and monitoring the standard of work produced.
- 2.3. The selected proponent shall ensure that when work is in progress there is a nominated competent person by the selected proponent to receive instructions from the Department of Parks. The selected proponent's representative shall be responsible for ensuring that works are progressed in accordance with and to the standards specified herein.
- 2.4. The selected proponent shall provide sufficient supervisory and managerial staff to fully control, organize and monitor all the activities undertaken by the selected proponent's employees. The selected proponent shall ensure that female contract workers clean the women's facilities and male contract workers clean the men's facilities at times if/when the premises are occupied. This will be monitored by the Department of Parks representative for compliance.
- 2.5. Joint reviews by the Department of Parks staff representative and the selected proponent shall be made at monthly intervals.
- 2.6. Each task at any site shall be continuously progressed to completion without undue delay except for natural work breaks, unless programmed otherwise. Allied tasks shall be completed at the same time.
- 2.7. Work at the BG Visitor's Center, BG Horticultural Hall, Tulo Valley Nursery and Marsh Folly Maintenance Facility shall only be undertaken between the hours of 5:00 pm and 8:00 pm, Monday through Sunday. Work at the Horseshoe Bay Beach Bathrooms shall be undertaken between the hours of 6:00 am and 8:00 pm, Monday through Sunday. Each proponent shall provide a detailed schedule for the cleaning of these facilities in Section 10 of this Appendix.
- 2.8. The selected proponent shall provide all the necessary labour for the completion of the works. The selected proponent shall not permit unauthorized or inadequately trained individuals to be employed on any task or operate any machinery or equipment they have not been adequately trained to undertake and use.
- 2.9. The selected proponent is solely responsible for the good behavior of operatives while they are employed on site. However, the Department of Parks may recommend the exclusion of staff from the contract for any reasonable cause.
- 2.10. The selected proponent shall provide signage that informs the public when the facilities will be open following the cleaning work. If alternative facilities are available, they will be noted in the signage. All signage must be approved by the Department of Parks prior to its use.
- 2.11. NO SUBCONTRACTING – The resulting Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors and permitted assigns. Neither party may assign or subcontract any of its rights or

obligations hereunder without the prior written consent of the other party. Any act in derogation of the foregoing shall be null and void.

3. Equipment and Machinery

- 3.1. The selected proponent is responsible for the selection, purchase and maintenance of all equipment and machinery needed to carry out the work detailed in this specification.
- 3.2. Work equipment shall be in good working order before commencing work. Any defects shall be remedied before the equipment can be used on this contract. Work equipment shall only be used for the purpose for which it is designed and according to A.02.08.
- 3.3. All safety features, covers, decals etc. shall be fitted and maintained as per manufacturer's specifications.
- 3.4. Work equipment may only be stored in places designated by the Department of Parks. Equipment shall not be left unattended on site without the express permission of the Department of Parks.

4. Disposal

The selected proponent shall clear away all waste items in accordance with Section C of this specification. The selected proponent shall ensure that contract areas are left clean and tidy at the completion of each work day.

5. Policy Compliance

The selected proponent is required to comply with the laws of Bermuda and the policies of the Bermuda Government as applicable, included but not limited to the following:

- The Occupational Safety and Health Act 1982 with its Regulations (2009)
- The Commission for Unity and Racial Equality Act 1994
- The Employment Act 2000
- The Bermuda National Parks Act 1986 with its Regulations (1988)

6. Health and Safety

- 6.1. The selected proponent shall adopt working practices in accordance with the Occupational Safety and Health Act 1982, its associated Code of Practice (1997), Regulations (2009) and additional department requirements contained in this Specification.
- 6.2. The selected proponent shall adopt working practices that safeguard the environment, its workers, Parks staff and the general public from pollution, noise and other hazards. In this regard the selected proponent shall provide a copy of the firm's Safety & Health Policy and a Method Statement documenting proposed work practices for minimizing work safety & health risks of its workers as well as that of Parks Staff and / or members of the public.
- 6.3. The selected proponent will ensure that all employees and sub-contractor(s), where/if permitted, as far as reasonably practical, that members of the public using the Parks Staff Buildings are not put at risk by the works being undertaken by the selected proponent.

- 6.4. The selected proponent will ensure that all employees and sub-contractor(s), where/if permitted, operating machinery and equipment shall be issued with and wear the requisite personal protective equipment in accordance with the Occupational Safety & Health Regulations (2009) and its Code of Practice (1997).
- 6.5. The selected proponent will record every incident, occurrence, dangerous occurrence, and near misses that contravenes these policies and maintain an accident/injury log. All such incidents will be reported to the Department of Parks within 24 hours but no later than two (2) business days of the incident, occurrence or near miss. The selected proponent shall use the form in Appendix H to report any incidents.
- 6.6. The selected proponent shall provide all necessary barriers, cones, signage and notices around works where public protection is deemed to be required. It shall be the selected proponent's responsibility that its representatives use such precautions as required. The Parks' Field Representative will review and approve all signage before use.
- 6.7. All Government buildings and project worksites are designated as smoke and drug-free. Therefore smoking, alcohol consumption and/or the consumption of any illegal substance is not permitted on these premises.
- 6.8. The proponent's Method Statement to include, but is not limited to, the following:
  - 6.8.1. basic cleaning plan
  - 6.8.2. name(s) of attending staff
  - 6.8.3. quality control documents (maintenance checklist)
  - 6.8.4. list of all proposed cleaning chemicals
  - 6.8.5. MSDS documents for all proposed cleaning chemicals
  - 6.8.6. list of proposed cleaning equipment, including applicable cleaning and/or performance standards
  - 6.8.7. basic safety and risk management plan [including safety precautions, signage, personal protective equipment (PPE)]
  - 6.8.8. accident / hazard reporting plan
  - 6.8.9. documentation evidencing their vacuum meets or exceeds allergen-free vacuum cleaner filtration and certified to remove not less than 99.97% of all particles down to a minimum diameter size of 0.3 microns.

## 7. Communication and Documentation

- 7.1. Upon contract award and prior to contract start, the selected proponent shall attend a mandatory Pre-Contract Start meeting attended by Parks Department Operational Management staff. The contract pre-start meeting must cover all anticipated logistical, management and payment matters required for successful execution of the contract. Critical agenda topics that shall be resolved before start of contract include the following:
  - 7.1.1. Identification, duties, regular / emergency contact details and staff backup of the Department and selected proponent Field Representatives;
  - 7.1.2. Review security requirements, key sign-out and related matters;
  - 7.1.3. Review payment processing requirements and standard formatting;
  - 7.1.4. Review of safety & health requirements and method statement;

- 7.1.5. Site area walkthrough, confirmation of pre-contract conditions, potential hazardous conditions, agreed hazard control actions as well as staff introduction.
  - 7.2. The selected proponent will have an adequate telephone and email facility in an agreed administrative location which will be used in connection with this contract. The selected proponent's representative on site will also have a mobile phone contact during working hours and for after-hour emergency contact use. Proponents shall include such information in their Method Statement.
  - 7.3. The selected proponent shall complete and submit the following documentation and reports on a monthly basis (due by the 5th working day of each month for the previous months work):
    - 7.3.1. Job sheet with work completed each month (Department Field Rep and selected proponent's Field Rep must jointly sign-off).
    - 7.3.2. Defects / Damage reports to structures, equipment, furnishings & fittings etc.
    - 7.3.3. Accident reports for the selected proponent's staff and third party incidents (see Appendix H)
  - 7.4. The selected proponent shall report all incidences of damage to the Parks Staff Buildings as described in the schedule of works either through vandalism, natural occurrences or wear and tear to the Department of Parks at the earliest convenience.
8. Publicity and Public Awareness
- 8.1. The Department of Parks requires the selected proponent to maintain a high public profile and promote the Department policy of providing a safe, high quality amenity, educational and recreational resource.
  - 8.2. The selected proponent shall have the right to ask staff or members of the public to move or detour so that work can be progressed to completion, but must take into account known use patterns and avoid times of maximum use whenever possible.
9. General Description & Location  
Cleaning services are required for the following facilities:
- 9.1. Botanical Gardens (BG) Visitor Center comprising of:
    - one (1) large open area
    - one (1) small meeting room
    - two (2) bathrooms (one male, one female)

9.2. Botanical Gardens (BG) Horticultural Hall comprising of:

- one (1) large open area
- two (2) small side rooms
- one (1) kitchen area
- two (2) bathrooms (one male, one female)

9.3. Marsh Folly Facility comprising of:

- one (1) staff lunchroom
- one (1) locker room
- three (3) bathrooms (1 unisex, 1 male and 1 female)

9.4. Tulo Valley Nursery comprising of:

- one (1) staff lunchroom
- one (1) small office area
- one (1) bathroom (unisex)

9.5. Horseshoe Bay comprising of:

- two (2) bathrooms (one male, one female)

10. Cleaning Schedule

The selected proponent shall provide cleaning services, without fail, in the following areas and adhering to the schedules below:

10.1. Buildings to be cleaned Mondays through Fridays:

- BG Visitors Centre and restrooms
- BG Horticultural Hall restrooms
- Marsh Folly Staff Facilities and restrooms
- Tulo Valley Plant Nursery Staff Areas and restrooms
- Horseshoe Bay restrooms\*\*

10.2. Building to be cleaned Wednesdays and Fridays ONLY:

- Horticultural Hall

10.3. Buildings to be cleaned Saturdays and Sundays (including Public Holidays):

- Visitors Centre restrooms
- Horticultural Hall restrooms
- Horseshoe Bay restrooms\*\*

11. Scope Of Work and Responsibilities

11.1. Contract Services will include the following duties:

- 11.1.1. Sanitizing and cleaning of all restrooms – sinks, toilets, walls, floors, (including removal of human waste or other potentially infectious substances from walls, surfaces etc.);
- 11.1.2. dusting, sweeping, mopping, vacuuming carpets;
- 11.1.3. emptying trash cans and changing bags,
- 11.1.4. refilling dispensers and deodorizing restroom fixtures, equipment and surfaces;
- 11.1.5. any other cleaning activities as required, as well as securing (locking) all buildings.



Requested services that cannot be completed / provided by selected proponent due to existing conditions should be brought to the attention of the Parks Representative for recommended action.

- 11.2. The selected proponent will be responsible for the purchase of cleaning supplies, equipment and materials.
- 11.3. The selected proponent will supply hand dispenser soap, hand towels, toilet paper, toilet bowl cleaner, urinal pucks, air fresheners, and trash bags.
- 11.4. The selected proponent will be responsible for securing (locking) all buildings, i.e. lock entry doors and close/lock windows when departing each site.
- 11.5. Services that cannot be completed by the selected proponent must be brought to the attention of the Department of Parks representative for recommended action.

## 12. Cleaning Specifications

NOTE: Partial list only. Tasks must comply with Appendix I, Housekeeping Activities Checklist

### 12.1. Each Visit

Cleaning services at each visit shall include the following duties:

- 12.1.1. Empty all waste paper bins and remove trash from offices and restrooms and replace bin liners daily.
- 12.1.2. Spot clean, remove dust, dirt and finger marks to all windows including viewing panels to doors.
- 12.1.3. Spot wash finger prints, marker marks, and any mark from all wall surfaces, doors, frames, desks and glass surfaces.
- 12.1.4. Clean exterior face of cupboard doors, bench tops and tables.
- 12.1.5. Clean and disinfect all water coolers throughout the building.
- 12.1.6. Clean all kitchen areas, sinks, cupboards exteriors, refrigerator exterior/door surfaces, tiles, backsplash, counters, bench-tops, and all common rooms. Replace all hand towels, air freshener, and soap as needed.
- 12.1.7. All contaminated work surfaces shall be decontaminated with an appropriate disinfectant approved by the Parks Department.
- 12.1.8. Clean all toilets, sinks, mirrors, tiles, fixtures, vents, walls, sweep and mop all floors with an approved EPA cleaning solution. Replace all hand towels, toilet paper rolls, air freshener, and soap as needed.
- 12.1.9. Clean and disinfect all urinals in the men's washrooms daily. Note: all cleaning solutions, solvents shall be environmentally friendly (preferably green) and must be approved and supplied with a Materials Safety Data sheet.
- 12.1.10. Clean and disinfect all metal and laminated surfaces in all washrooms daily.
- 12.1.11. Remove litter and sweep all wood floors in offices and corridors throughout the demised area. Only a soft bristled broom or a dust mop must be used for sweeping.
- 12.1.12. Sweep and mop all floor tiles with an approved cleaning solution.
- 12.1.13. Sweep all internal stairwells daily
- 12.1.14. Use a soft brush vacuum cleaner to vacuum the floor to remove the finer particles of dirt and dust.
- 12.1.15. Clean and remove all cob-webs and pest droppings on all areas.

## 12.2. Weekly Cleaning

Weekly Cleaning Services, for the purpose of this contract, are defined as one (1) day per week and shall include the following duties:

- 12.2.1. 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.
- 12.2.2. Clean all chairs, picture frames, doors, blinds, window sills, and shelves throughout the building.
- 12.2.3. Wet wipe all office furniture, equipment, printers, and copiers with an approved cleaning solution.
- 12.2.4. Clean all microwaves and stoves inside and out.
- 12.2.5. Clean refrigerators (exterior only)
- 12.2.6. Clean marks from walls, doors, ceilings, panels and spot clean all stainless steel.
- 12.2.7. Clean and vacuum all entrance areas and entrance mats.
- 12.2.8. 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.
- 12.2.9. Scrub shower floors and wall surrounds
- 12.2.10. Fully vacuum clean all carpeted floor areas and entrance mats.
- 12.2.11. All vacuum cleaning activities must incorporate approved allergen-free vacuum cleaner filtration and be certified to remove not less than 99.97% of all particles down to a minimum diameter size of 0.3 microns. Proponents to include documentation in their Method Statement demonstrating their vacuum meets or exceeds this standard.

## 13. Waste Management

### 13.1. Waste Management – General Requirements

For the purposes of this contract, waste shall be defined as one of the following categories of items encountered within the contract limits that negatively impact visual and environmental quality of the Parks Staff Buildings:

- 13.1.1. Biohazardous waste – human waste encountered within the contract limit;
- 13.1.2. General domestic waste – items of paper, plastic, glass, aluminum etc.
- 13.1.3. Recyclable waste - items of tin, aluminum or glass
- 13.1.4. Bulky waste – either accidentally or illegally deposited

All above mentioned items should be lawfully removed by the selected proponent to the appropriate dumping facility as required by the Ministry of Public Works Waste Management Section.

13.2. General Domestic Waste Management

13.2.1. All small sized domestic waste encountered in the course of contract execution shall be bagged prior to commencing work in any particular area.

13.2.2. The selected proponent shall remove all bagged litter from site at the completion of each task or at the end of each working day.

13.3. Recyclable Waste Management

All recyclable waste encountered in the course of contract execution shall be disposed in designated recycling bins located on the Parks Staff Buildings or otherwise lawfully disposed off-site.

**B. MATERIAL DISCLOSURES**

N/A

**C. MANDATORY SUBMISSION REQUIREMENTS**

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

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

**2. Pricing (Appendix C)**

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

**3. Other Mandatory Submission Requirements**

Each proposal must include a completed Appendix E, Certificate of Confirmation of Non-Collusion.

**D. MANDATORY TECHNICAL REQUIREMENTS**

N/A

**E. PRE-CONDITIONS OF AWARD**

The selected proponent shall submit evidence, such as a copy of a certificate or a letter from his insurers, confirming that Works and Third Party Insurance has been retained in the amount shown below and for the duration of the Contract within seven (7) days of award of the Contract and prior to commencement of work at any site.

- Third party injury to persons and damage to property - \$ 1,000,000.00
- Injury to workers - \$ 1,000,000.00

**F. RATED CRITERIA**

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

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>	<b>Minimum Threshold</b>
i. Experience and Qualifications	30 points	23/30
ii. References	10 points	7/10
iii. Social, Environmental, and Economical	20 points	N/A
<b>Pricing</b> (See Appendix C for details)	40 points	N/A
<b>Total Points</b>	100 points	75/100

### **i. Experience and Qualifications**

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of its knowledge, skills and experience relevant to the Deliverables for work of similar size and scope;
- (c) a list of equipment to be used to carry out the Deliverables;
- (d) Method Statement as detailed in Appendix D
- (e) Safety & Health Policy as detailed in Appendix D; and
- (f) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.
- (g) a proposed schedule(s) for cleaning services as identified in Appendix D, "Cleaning Schedule", demonstrating the proponent's ability to carry out the work as required.

### **ii. References**

Each proponent is requested to provide three (3) references from clients who have obtained services of similar size and scope to those requested in this RFP from the proponent in the last five (5) years.

### **iii. Social, Environmental and Economical**

Each proponent shall provide the following in its proposal:

- (a) health and safety records for the last three years of reporting;
- (b) list of chemicals and corresponding MSDS documents, as detailed in Appendix D;
- (c) employee data that shows the proportion of Bermudian employed and their commitment to training of all their employees in the field of work; and
- (d) a statement confirming its indebtedness to the Government of Bermuda (to be verified).

## APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

### Notes for the bidder

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

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

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

Any bidder that submits false information in response to a proposal, and any other person or company involved in collusion, may be excluded from tendering for future contracts tendered by the Government of Bermuda.

### Confirmation of non-collusion

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

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

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

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

(b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any proposal to be submitted; or

(c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this tender.

Signed

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

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

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

## APPENDIX F – JOB SHEET SAMPLE

Department of Parks' Building Cleaning Services - Job Sheet					
(Month)	Botanical Gardens Buildings		Tulo Valley Nursery	Marsh Folly Facility	
	Visitor's Center & Restrooms	Horticultural Hall & Restrooms	Staff Facilities & Restrooms	Staff Facilities & Restrooms	Notes:
1					
2					
3					
4					
5					
6					
.					
.					
.					
29					
30					
31					

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Park's Rep. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Key:	
√	= Cleaned
X	= Not Cleaned
PH	= Public Holiday

## APPENDIX G – DEFECTS & DAMAGES REPORT SAMPLE

Department of Parks' Building Cleaning Services - Defects & Damages Report				
	Botanical Gardens Buildings		Tulo Valley Nursery	Marsh Folly Facility
	Visitor's Center & Restrooms	Horticultural Hall & Restrooms	Staff Facilities & Restrooms	Staff Facilities & Restrooms
<b>Date that Defect/Damage was Noticed:</b>				
<b>Date that Park's Rep. was Notified:</b>				
<b>Description of Defect/Damage:</b>				
<b>Contractor's Recommendations:</b>				

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Park's Rep. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX H – INCIDENT REPORT FORM SAMPLE

# INCIDENT REPORT FORM

### SECTION 1 - EMPLOYER INFORMATION

Department/Section:

Department of Parks - Contracted Cleaning Services

Employer's Address and Postal Code:

169 South Road, Paget DV04

Person in control of place of employment

Tel No:

Fax No:

e-mail:

### SECTION 2 – EMPLOYEE INFORMATION

Full Name of Employee:

Occupation/Job Title:

Age:

Male

Female

Office Employee

Non-Office Employee

Sub-contractor

### SECTION 3 – INCIDENT SITE INFORMATION

Date of Incident

D

M

Y

Time

Site of Incident:

Work Activity at time of Incident:

Weather conditions (if a contributing factor):

Name(s) of witness(es):





(B) INCIDENTS INVESTIGATION: (please tick the appropriate boxes to indicate the contributing factors)

Work Materials		Work Procedures		Environment	
<input type="checkbox"/>	Poorly labeled	<input type="checkbox"/>	Inadequately documented	<input type="checkbox"/>	Inadequate Housekeeping
<input type="checkbox"/>	Inadequately handled	<input type="checkbox"/>	Procedure non-compliance	<input type="checkbox"/>	Inadequate Lighting
<input type="checkbox"/>	Inadequately stored	<input type="checkbox"/>	Inadequate safety considerations	<input type="checkbox"/>	Inadequate Ventilation
<input type="checkbox"/>	Improper PPE or lack of use	<input type="checkbox"/>	Improper technique	<input type="checkbox"/>	Poor workplace design
Machines and Tools		Manpower		Management Control	
<input type="checkbox"/>	Inadequately inspected	<input type="checkbox"/>	Inadequately trained	<input type="checkbox"/>	Inadequate supervision
<input type="checkbox"/>	Insufficiently guarded	<input type="checkbox"/>	Physical limitation	<input type="checkbox"/>	Inadequate safety planning
<input type="checkbox"/>	Failed emergency mechanism	<input type="checkbox"/>	Mental limitation	<input type="checkbox"/>	Non-response to identified issues
<input type="checkbox"/>	Unauthorized use	<input type="checkbox"/>	Employee error	<input type="checkbox"/>	Ineffective lines of communication
<input type="checkbox"/>	Defective machine and/or tool	<input type="checkbox"/>	Insufficient knowledge of job	<input type="checkbox"/>	
Other: (please specify)					

(C) CAUSES OF INCIDENT:

(D) CORRECTIVE ACTION PLAN:

Approved by (Supervisor):		Date: D ____ M ____ Y ____
Reviewed by (Safety and Health Officer):		Date: D ____ M ____ Y ____

SECTION 7- FOR SAFETY OFFICE USE ONLY

Report forwarded to OSH Office	YES	Date: D ____ M ____ Y ____
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	Follow-up Action	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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## APPENDIX I – HOUSEKEEPING ACTIVITIES CHECKLIST

	Frequency						
	1	2	3	4	5	6	7
<b>Reception/Entry Areas</b>							
Dry sweep/clean and vacuum mat/carpets	X						
Dry sweep and mop immediate ground or floor (inside & immediate outside areas)	X						
Clean windows/window glass at counters (both sides)	X						
Spot clean/wipe down main doors and handles (all areas)	X						
Spot Clean/wipe down elevator (inside and outside)	X						
Remove Cobwebs from base boards and ceilings (and all other areas)							X
Clean/dust/wipe down/vacuum all furniture ( fabric & upholsteries)	X						
Dust and wipe down all office equipment: computers, printers, fax machines, TV and other electronics	X						
Clean, disinfect and sanitize all telephones	X						
Wide down flower pots/clean base basins/dust/shine plants							X
Water Plants							X
Dust books/magazines & neatly rearrange items	X						
Clean Water Fountains/Coolers & restock cups	X						
<b>Inner Office Areas</b>							
Empty all waste bins and reline bins with waste collection bags	X						
Wash/clean Waste Bins (as needed)		X					
Containerize and place all collected waste in the designated areas	X						
Spot Clean Walls and surrounding Building surfaces (as needed)	X						
Dry sweep and wet mop all floors (once not carpeted)	X						
Sweep/clean and vacuum all carpeted areas & mats	X						
Clean/wipe chair mats (runners)	X						
Clean Water Fountains/Coolers & restock cups	X						
Clean interior of all windows/glass	X						
Dust ceiling air inlet vents and return grills						X	
Clean, disinfect and sanitize all telephones	X						
Routinely dust high station areas		X					
Dust and spot clean all office equipment: computers, copiers, fax machines, printers etc.	X						
Dust/wipe down filing cabinets, Book Shelves/cases, chair rungs, well bases, low moldings, sills, picture frames and partitions		X					
Dust and clean all desks (underneath areas), lamps and light lenses	X						

**Legend**

1 = Daily

2 = Weekly

3 = Bi-Weekly

4 = Fortnightly

5 = Monthly

6 = Quarterly

7 = As Needed

## APPENDIX I – HOUSEKEEPING ACTIVITIES CHECKLIST (cont'd.)

	Frequency						
	1	2	3	4	5	6	7
<b>Inner Office Areas (cont'd.)</b>							
Dust all Wall Clocks & other decorative accessories		X					
Neatly rearrange/replace all items moved to their original positions	X						
Clean all crevices and hard to reach places (behind areas)		X					
<b>General</b>							
Clean/sweep/mop/vacuum all floors, carpets and mats							X
Clean/dust/wipe all walls and partitioning areas/materials							X
Dust and wipe down all furniture (to include book cases/shelves)							X
Dust and wipe down all office equipment: computers, printers, fax machines and other electronics							X
Clean/remove all visible signs of mold/dirt/lint Build-up							X
Empty all waste bins and reline with waste collection bags							X
Wash/clean waste baskets/bins							X
Routinely polish all office furniture							X
Bathroom/washroom fixtures: clean - disinfect - sanitize							X
Clean Toiletry Holders and restock items: Hand Towel, Toilet paper, soap, hand sanitizers, lotion etc.							X
Dry sweep and mop bathroom/washroom/restroom floors - clean, Disinfect and Sanitize							X
Machine scrub and polish all tile floors						X	
Clean skirtings (borders/baseboards)				X			
Vacuum all upholstery furniture components		X					
Bonnet Buff Carpet (where applicable)							X
Shampoo & Steam deep Clean Carpets						X	
Clean/vacuum all Window Blinds						X	
Clean Window Boxes and Sills				X			
Clean Exterior of Windows				X			
Remove all visible Cobwebs							X
Spot Clean all Light Switches	X						
Clean and Organize Store Rooms		X					

**Legend**

1 = Daily                      2 = Weekly                      3 = Bi-Weekly                      4 = Fortnightly  
5 = Monthly                      6 = Quarterly                      7 = As Needed

## APPENDIX I – HOUSEKEEPING ACTIVITIES CHECKLIST (cont'd.)

	Frequency						
	1	2	3	4	5	6	7
<b>Bathroom/Washroom/Restroom</b>							
Urinals - clean/Disinfect/Sanitize (all areas)	X						
Toilets - Clean/Disinfect/Sanitize (all areas)	X						
Toilet Bowls - clean covers & seat (top & underneath areas)	X						
Toilet Bowls - clean outer areas (including base and areas behind)	X						
Sinks & Taps/Countertops - clean/disinfect /sanitize (all areas)	X						
Mirrors - clean and shine	X						
Bathroom Wall Tiles - clean/disinfect/sanitize (all general areas)			X				
Stalls and Stall Partitions - Clean/disinfect/sanitize (all areas)			X				
Vent Grills/Air Conditioning Vent Grills - Dust/wipe down (disinfect/sanitized)						X	
Clean toiletry dispensers and restock Supplies	X						
<b>Lunchrooms/Kitchen/Kitchenette</b>							
Clean, disinfect and sanitize all countertops	X						
Clean, disinfect and sanitize all sinks; including taps	X						
Clean refrigerator (inside and visible outside areas)						X	
Clean Microwave (inside and visible outside areas)			X				
Dry sweep/clean all hard floors - disinfect & sanitize	X						
Remove cobwebs from baseboards and ceilings							X
Clean/wipe down/dust, Clean all kitchen furniture (vacuum any upholstery)	X						
Clean doors (all sides), frames and handles	X						
Clean/wipe down outer and inner cupboards, including top areas		X					
<b>Conference Rooms/Board Rooms</b>							
Clean and refill (if supplies provided) refreshment Stations			X				
Clean/wipe down/polish all furniture; vacuum all upholstery		X					
Clean, disinfect, sanitize all phones and other equipment		X					
Empty all trash bins and replace liners - containerize and place trash in designated areas	X						
Dry sweep and mop all floors/Vacuum all carpeted areas		X					
Dust Chair rungs, well bases, low moldings, window sills, picture frames and decorative items		X					

**Legend**

1 = Daily                      2 = Weekly                      3 = Bi-Weekly                      4 = Fortnightly  
5 = Monthly                      6 = Quarterly                      7 = As Needed