



Ministry of Public Works

Department of Works and Engineering

Request for Quotations

For

Provision of Cleaning Services to Water and Septage Section Facilities

Request for Quotations No.: 50/1001/2024/cleaning services

Issued: Friday June 21, 2024

Submission Deadline: Monday July 8, 2024 03:00:00 PM Bermuda local time

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to submit non-binding quotations for **Provision of Cleaning Services to Water and Septage Section Facilities** , as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

This is an invitation by the Government of Bermuda (the “Government”) to cleaning contractors to submit non-binding quotations for **Provision of Cleaning Services to Water and Septage Section Facilities**.

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

Janitorial Services is required at the locations listed below.

All Cleaning is to be performed between 8:00 a.m. and 4:00 p.m.

- Prospect Water Treatment Plant Office Area and Restroom
- Tudor Hill Water Treatment Plant Office Area and Restroom
- Devon Springs Booster Pumping Station Office Area and Restroom
- Fort Prospect Restroom
- Prospect/Frog Lane Water Truckers Outlet Restroom
- Septage Site Trailer Restroom

It is the Government’s intention to enter into a contract with only one (1) legal entity. The term of the contract is to be for a period of 2 years, with an option in favour of the Government to extend the contract terms and conditions acceptable to the Government and the selected respondent for an additional term of up to 1 Year

1.2 RFQ Contact

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

Mr. J. Tarik Christopher at email tjchristopher@gov.bm

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

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

Mr. J. Tarik Christopher at email tjchristopher@gov.bm

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

1.3 Type of Contract for Deliverables

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

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

1.4 RFQ Timetable

1.4.1 Key Dates

| | |
|------------------------------------|---------------------------------|
| Issue Date of RFQ | Friday June 21, 2024 |
| Pre-Bid / Site Meeting | Wednesday June 26, 2024 |
| Deadline for Questions | Friday June 28, 2024 |
| Deadline for Issuing Addenda | Monday July 1, 2024 |
| Submission Deadline | Monday July 8, 2024 03:00:00 PM |
| Rectification Period | 5 business days |
| Anticipated Execution of Agreement | Monday July 29, 2024 |

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

1.4.2 Site Visit / Pre-Bid Meeting

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

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

Date: Wednesday June 26th 2024

Time: 10:00 AM

Place Ash Towers Offices

Tynes Bay Industrial Complex

31 Palmetto Road

Devonshire DV 05

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

- Septage Site Staff Office Trailer, Ash Towers Location
- Frog Lane/Prospect Water Truckers Outlet Restroom
- Fort Prospect Restroom
- Prospect Water Treatment Plant Office Area and Restroom
- Devon Springs Booster Pumping Station Office Area and Restroom
- Tudor Hill Water Treatment Plant Office Area and Restroom

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

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.

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted to:

Quotations must be submitted to:

Interested parties are invited to respond to this RFX by submitting a response to the Ministry of Public Works, Head Office (hand-delivered, regular mail or email submissions are acceptable) located at:

Ministry of Public Works, Head Office
3rd Floor General Post Office Building,
56 Church Street,
Hamilton Bermuda

IMPORTANT: ALL HARD COPY SUBMITALS MUST BE PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE MINISTRY OF PUBLIC WORKS

Responses should be labelled “RFQ-50/1001/2024 Cleaning Services” and include a statement of interest and information as requested in the description of requirements and output.

Electronic mail (E-Mail) submissions are accepted at water@gov.bm.

If documents are larger than ten (10) MB, please send them within a zip file.

In the subject line of the email, please state “RFQ - 50/1001/2024 Cleaning Services Please ensure to send a copy of your proposal in Adobe or equivalent PDF format

1.5.2 Quotations to be Submitted on Time

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the respondent to deliver its quotation to the exact location (including floor, if applicable) indicated in the RFQ on or before the Submission Deadline. The Government does not accept any responsibility for submissions delivered to any other location by the Respondent or its delivery agents. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk.

1.5.3 Quotations to be Submitted in Prescribed Format

Respondents shall submit 2 original signed hard copies of their quotation or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and e-copy of the

quotation is submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the quotation, the hard copy of the quotation will prevail.

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

Quotations should be submitted in a sealed package and prominently marked with the RFQ title and number (see RFQ cover) and will not be opened until Monday July 8, 2024 03:00:00 PM. The full legal name and return address of the respondent should be marked on the package as well.

1.5.4 Amendment of Quotations

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

1.5.5 Withdrawal of Quotations

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

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

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

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. If a quotation fails to satisfy all of the mandatory submission requirements, the Government will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its quotation will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix D).

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

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

2.3.2 Rated Criteria

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

2.4 Stage III – Pricing

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

2.5 Selection of Top-Ranked Respondent

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

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

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

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

3.1.2 Quotations in English

All quotations must be written in the English language only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

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

3.1.5 Information in RFQ Only an Estimate

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

3.1.6 Respondents to Bear Their Own Costs

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

3.1.7 Quotation to be Retained by the Government

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

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

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

3.1.9 Equivalency

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

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ

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

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

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

3.2.2 All New Information to Respondents by Way of Addenda

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

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

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

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

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

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

3.4.2 Disqualification for Conflict of Interest

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

3.4.3 Disqualification for Prohibited Conduct

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

3.4.4 Prohibited Respondent Communications

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

3.4.5 Respondent Not to Communicate with Media

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

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

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

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

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

3.4.8 Past Performance or Past Conduct

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

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

3.4.9 No Collusion

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

3.5 Confidential Information

3.5.1 Confidential Information of the Government

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

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

3.5.2 Confidential Information of Respondent

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

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

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract

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

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

3.6.2 No Contract until Execution of Written Agreement

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

3.6.3 Non-Binding Price Estimates

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

3.6.4 Cancellation

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

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

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

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

3.7 Governing Law and Interpretation

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

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

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

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

See Annex A - Sample Form of Agreement

APPENDIX B – SUBMISSION FORM

1. Respondent Information

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

| | |
|---------------------------|--|
| Respondent Contact Email: | |
|---------------------------|--|

2. Acknowledgment of Non-Binding Procurement Process

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

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

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

5. Addenda

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

6. No Prohibited Conduct

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

7. Conflict of Interest

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

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

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

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

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

8. Disclosure of Information

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

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

SAMPLE CERTIFICATE OF INCUMBENCY

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

DIRECTORS

List

ALTERNATE DIRECTORS

List

OFFICERS

List

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

Company Name:

Date:

Secretary/Director

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

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

2. Evaluation of Pricing

Pricing is worth 35 percent of the total score.

Pricing will be scored based on the formula below. Each respondent will receive points of the total possible points allocated to price for the particular category it has bid on, which will be calculated by the following formula.

2.1 Price (include all cost) 25 = lowest bid, 20 = next lowest, etc. until 0 = most expensive

2.2 The respondent is in a stable financial position

Following financial checks, i.e., checking a bank reference, the following scores should be awarded. 5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

2.3 The respondent has no outstanding Government debt

Following financial checks with Social Insurance, the Accountant General's Department's Debt Collection Section, and the Tax Commissioner, the following scores should be awarded: 5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

In addition to any rights to verify, clarify and supplement,

- (a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis:
 - (i) Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the respondent does not accept the correction of

errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;

- (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

3. Required Pricing Information

See Annex B - Annex B Pricing

APPENDIX D – RFQ PARTICULARS

A. THE DELIVERABLES

Cleaning Daily Tasks

This work is to be completed weekdays working hours of 8AM – 4PM, M-F within the defined schedule for each site, as follows:

- Fort Prospect Restroom: Daily Monday through Friday
- Prospect Water Treatment Plant Office Area and Restroom: Daily Monday through Friday
- Frog Lane/Prospect Water Truckers Outlet Restroom: Daily Monday through Friday
- Septage Site Staff Office Trailer and Restroom: Daily Monday through Friday
- Tudor Hill Water Treatment Plant Office Area and Restroom: twice weekly
- Devon Springs Booster Pumping Station Office Area and Restroom: twice weekly

At the above sites the Department requires the following tasks, in conformity with the specifications and in the quantities set out in this RFQ:

- **Emptying of Trash**

Trash is to be removed from all bins and placed in the areas identified by the WSS. A new liner is to be placed in the bins.

- **Sweeping, Damp Mopping of uncarpeted floors, and Vacuuming of Floors**

Areas with hard flooring and tile must be swept thoroughly before mopping. Mopping shall be carried out with care and attention to surroundings. Where there is carpet, vacuuming is required.

- **Cleaning of Sinks**

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

- **Cleaning of Toilets**

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

- **Checking and replenishing of Paper products**

Paper dispensers for hand towels and toilet paper are to be checked and replaced as needed. Partially used rolls are to be replaced and put to the side for additional capacity. Broken dispensers should be reported to the Operations Engineer or designated person.

- **Checking and refilling of Soap dispensers**

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

Cleaning Weekly Tasks

In addition to the daily tasks this work is to be completed weekly working hours of 8AM – 4PM, M-F within the defined schedule for each site, as follows:

- Fort Prospect Restroom: Once per week
- Prospect Water Treatment Plant Office Area and Restroom: Once per week
- Frog Lane/Prospect Water Truckers Outlet Restroom: Once per week
- Septage Site Staff Office Trailer and Restroom: Once per week
- Tudor Hill Water Treatment Plant Office Area and Restroom: Once per week
- Devon Springs Booster Pumping Station Office Area and Restroom: Once per week

At the above sites the Department requires the following tasks, in conformity with the specifications and in the quantities set out in this RFQ:

- **Dusting of Furniture**

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

- **Cleaning of Walls, Counters, and Mirrors**

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

- **Cleaning of Windows**

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

- **Bathroom facilities**

Disinfect Bathroom areas.

- **Remove Cobwebs**

All interior surfaces to have cobwebs removed.

B. MATERIAL DISCLOSURES

Cleaning Daily Tasks

Site Security

Upon completion of cleaning at each site the contractor shall ensure the building is left in a secure condition.

Cleaning Materials

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

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

Green Cleaning Products

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

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

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Pricing (Appendix C)

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

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

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

4. Company Certificate of Incorporation

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

5. Other Mandatory Submission Requirements

Submission Form (Appendix B)

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

Pricing (Appendix C)

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

Certificate of Confirmation of Non-Collusion

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

Local Benefit Form (Annex C)

Each Proposal must include the completed Local Benefit Form (Annex C) - Social, Economic, and Environmental

Project Personnel, Projects and References

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

See Annex D - Reference Form

Company Certificate of Incorporation

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

Certificate of Incumbency

Each Proponent is Required to submit a signed certificate of Incumbency

D. MANDATORY TECHNICAL REQUIREMENTS

Experience and Capability

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

E. PRE-CONDITIONS OF AWARD

1. Financial Checks

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

F. RATED CRITERIA

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

| # | Category | Weighting (%) | Threshold |
|---------------------|-----------------------------|---------------|-----------|
| 1 | Pricing | 35 | N/A |
| 2 | Local Benefits | 30 | N/A |
| 3 | References | 15 | N/A |
| 4 | Experience and Capabilities | 20 | N/A |
| Total Points | | 100 | |

1. Pricing

See Appendix C - Pricing

2. Local Benefits

The Government has established the minimum evaluation weight regarding Local Benefits for this procurement at 30% of the total points.

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

- Is the proponent a local specified business? (See the Code of Practice for Project Management and Procurement on the Government's Portal for the definition of "Specified Business")
- Local Workforce Utilization
 - Number of Bermudians employed by the proponent.
 - Use of local specified businesses in the proponent's supply chain.
 - Use of local specified business as subcontractors (if applicable).
- Operational Environmental considerations and policy for their working site and projects. (each proponent to provide a copy)

3. References

Relevant Projects and References

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

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

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

4. Experience and Capabilities

Each proponent should provide the following in its proposal:

1. a brief description of the proponent;
2. a description of its knowledge, skills, and experience relevant to the Deliverables; and
3. the roles and responsibilities of the proponent and any of its agents, employees, and subcontractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

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

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

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Respondent

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

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

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

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

Confirmation of non-collusion

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

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

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

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

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

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____



CLEANING SERVICE AGREEMENT

THIS CLEANING SERVICE AGREEMENT (“**Agreement**”) is made the ____ day of _____ 20__
(the “**Effective Date**”)

BY AND BETWEEN:

- (1) The Government of Bermuda as described in Appendix 1 (hereinafter referred to as the “**Government**”, “**we**”, “**our**” or “**us**”); and
- (2) The supplier of services under this Agreement (whose name and contact details are fully set out in Appendix 1 to this Agreement and is hereinafter referred to as the “**Supplier**” or “**you**”).

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

This Agreement, consisting of Appendix 1, Appendix 2 and these General Terms and Conditions, sets out the terms and conditions upon which you will provide services to the Government.

GENERAL TERMS AND CONDITIONS

IN CONSIDERATION of the premises and mutual promises in this Agreement, including Appendix 1, the parties, intending to be legally bound, agree as follows:

That in this Agreement, capitalised terms have the respective meanings referred to 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 appropriate, and a reference to any statute or regulation or law means as amended from time to time. In the event of inconsistency between Appendix 1, Appendix 2 and these General Terms and Conditions, the order of precedence to resolve any such inconsistency shall be as follows: (i) Appendix 1; (i) Appendix 2; and (ii) these General Terms and Conditions.

1. Provision of Service

- a. You shall perform the service for us (the “**Service**”) promptly in accordance with and subject to this Agreement, which consist of Appendix 1, Appendix 2 and these General Terms and Conditions and we shall pay a gross fee, in Bermuda Dollars, in arrears (the “**Fee**”), for the Service, subject to and in accordance with, this Agreement. The Service, the Fee and other specific conditions are set out in Appendix 1. If applicable, the Statement of Work (“**SOW**”) is set out in Appendix 2. There is no guarantee of any volume of Service whatsoever.
- b. You are responsible for the overall management, oversight and administration of the Services including the provision of any and all instructions in order to complete your obligations under this Agreement rather than providing a Service for a specified amount of time and you recognize that providing the Service outside of regular business hours may be necessary in order to fulfill your obligations and responsibilities without additional compensation of any kind.
- c. This Agreement is **non-exclusive** shall not in any way prevent you from performing similar types of service for others.
- d. While on our premises you will comply with all our 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 us if you become aware of any breaches in IT security or health and safety violations. We may require personnel with access to premises or IT systems to sign a confidentiality undertaking.
- e. You agree to abide by any other written instructions or information as we may provide to you.



2. **Representation and Warranty**

You represent and warrant that:

- a. you and any other person engaged by you, will perform all activities relating to the Services in strict accordance with the terms and conditions of this Agreement, free of errors, omissions or faults in order to meet our needs;
- b. you are appropriately skilled and experienced and, if appropriate, you will use appropriately skilled and experienced personnel in the provision of a Service;
- c. all qualifications, rights, permits, licenses, immigration approvals or authorizations ("**Consents**") necessary for the provision of a Service have been obtained and such Consents shall be maintained at all times while providing a Service;
- d. the Service is to be provided in accordance with all applicable laws, rules, regulations, policies and our instructions, including but not limited to, not binding us in any agreement or arrangement with a third party, without our prior written approval from and you will not hold yourself out as being able to bind us with any third party;
- e. you have the right to license all intellectual property rights in any software used to provide Services; and
- f. 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. **Remedies and sub-contractors**

- a. **Remedies:** If a Service does not conform to the warranty as set out in this Agreement, we may, at your cost and expense, including reasonable legal expenses, use all reasonably commercial efforts to correct any such non-conformance or non-availability of a Service promptly, or you shall, at your cost and expense including reasonable legal expenses, provide us with an alternative means of accomplishing the desired outcome or performance.
- b. **Sub-contractors:** You may not subcontract, outsource or otherwise engage a person ("**sub-contractor**"), to provide for your obligations under this Agreement, without our prior written consent. All your potential sub-contractors are subject to our prior due diligence and written approval. You are responsible for all acts, errors or omissions of any sub-contractor providing a Service and for ensuring their compliance with the requirements and obligations under this Agreement and you are responsible and liable to pay any sub-contractor.

4. **Inspection and Acceptance of Services**

- a. We shall at all times retain the right to inspect and accept or reject the work provided by you. You shall make any required corrections promptly at no additional charge and return a revised copy of the written work product to us within seven (7) days of notification or a later date if extended by us.
- b. We shall inform you of whom you shall be reporting to and who will accept, reject or require changes to, a Service. Our contact is set out Appendix 1, unless you have been otherwise informed.
- c. Your failure to proceed with reasonable promptness to make necessary corrections to a Service shall be a default. If your corrected performance or written product remains unacceptable, we may terminate this Agreement, reduce the Fee and/or reject the hours submitted in connection with such services to reflect the reduced value of services received.

5. **Fee and Invoicing Terms**

- a. The Fee has been calculated to take account of payroll tax and social insurance contributions that, as a non-employee, you are required to pay in full.



- b. You shall provide a monthly invoice to us, itemizing the time spent and details involved in providing the Service.
- c. 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.
- d. The Fee will be subject to further deductions for the following reasons:
 - (i) if you have not delivered the Service or any part of the Service, in a prompt or satisfactory manner. In the event that the unsatisfactory performance continues for at least five (5) days, we may suspend a Service or reduce payment of the Fee or may seek performance from another supplier of similar service at your Expense, at no liability to us;
 - (ii) where we have suffered loss by your failure to follow instructions or exercise due diligence;
 - (iii) if you cause damage to Government property, the value of replacement or repair of the damaged property shall be deducted from the Fee;
 - (iv) if you leave or terminate this Agreement without giving the required notice, the value of the Fee for the notice period may be deducted; and
 - (v) overpayments or advances of payment taken in excess of the Fee.
- e. You will only be paid the Fee for the time that you provide a Service. For the avoidance of doubt, you will not be paid during any time that you do not provide services or if you provide additional service which have not been prior approved in writing from an authorised public officer. In addition, you will not be paid for public holidays and in the event that you provide Service on a public holiday or provide additional service without prior written approval, such amounts will not be paid or if paid, will be deducted from the Fee, unless otherwise agreed in writing.
- f. We shall pay the Fee and/or undisputed invoices thirty (30) days in arrears. We may dispute an invoice within thirty (30) days of receipt, however, we reserve 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, we reserve 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.
- g. Your failure to timely submit a proper invoice in a timely manner may result in a delay in payment to you. You agree that we are not responsible, nor will we 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 your obligations under this Agreement.
- h. Except for the Fee and any approved Expenses, no other amounts are payable by us to you. We may set off any amounts owed by you to us against any Fees or Expenses.
- i. We shall pay by direct transfer into your bank account. It is your responsibility to inform us of your current contact and bank details in order that we can contact and make payment to you.
- j. Without prejudice to section 5a., we reserve the right to refuse to pay an invoice in the event that the invoice is presented six (6) months after the time when it should have been presented for payment.

6. Expenses and Taxes

- a. You or any person engaged by you, are not allowed to incur charges and/or expenses, including legal expenses, (“**Expenses**”) associated with the provision of a Service without having received prior written consent from us.
- b. All requested Expense (including air travel which shall be at economy class and accommodation which shall be at the equivalent of a three (3) star hotel, if applicable) shall be provided to you in writing.



- c. You shall be responsible to register with the appropriate department of the Government in order to pay for all taxes associated with the provision of a Service, including but not limited to, payroll tax and social insurance contributions (“**Taxes**”) and you consent to us deducting due or outstanding Taxes from the Fee on your behalf, at our sole option. Your payroll tax and social insurance numbers shall be as set out in Appendix 1.
- d. In the event that we have not made deductions on your behalf, you shall provide us with written proof of payment of amounts due such as any Taxes and all other receivables, prior to you receiving your final payment. In the event that you do not provide written proof, we shall have the right to deduct any outstanding amounts owed to us, including any Taxes, from final payment of the Fee.

7. **Indemnity, Limitation of Liability, Insurance and Force Majeure**

- a. You shall indemnify, keep indemnified and defend us, 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, including any negligent or willful misconduct, bad faith, errors or omission to act, as a result of the provision of a Service. We may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.
- b. Without prejudice to our obligation to pay the Fee, we shall not be liable to you 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. 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.
- c. Without limiting the provisions of this Section, either party’s maximum aggregate liability to the other party, for all claims or loss in connection with this Agreement or the performance thereof arising during its entire term shall be limited to the Fee paid to you under this Agreement for the three (3) months immediately preceding the date on which the latest Claim or Loss first arose, or the coverage limits of any insurance policy that may be required to respond to a Claim or Loss, whichever is the greater.
- d. If required by us, you shall ensure that you have in place insurance policies which have full and comprehensive insurance including professional liability (“**Insurance Policies**”) in respect of the provision of the Services in the minimum amounts and on the terms set forth in Appendix 1 or such other amounts as may be required by us.
- e. If required:
 - (i) you shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to us and that the level of cover and other terms of insurance are acceptable to and agreed by us;
 - (ii) you shall supply to us on request copies of such Insurance Policies and evidence that the relevant premiums have been paid;
 - (iii) you shall promptly notify our insurers of our interest and shall cause such interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by us against you in respect of which you would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify us directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify us, you shall use all insurance monies received by you to indemnify us in respect of any claim and shall make good any deficiency from your own resources; and
 - (iv) if cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if you are aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, you shall notify us immediately.



- f. Neither of the parties shall be liable to the other for failure or delay to perform obligations under this Agreement to the extent that this 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 endeavours to perform its obligations notwithstanding the *force majeure* event.

8. Confidentiality, Intellectual Property and Non-Publicity

- a. You must ensure that all information or data (including this Agreement, documents, plans, technical or financial data or other materials and each of their corresponding copyright or intellectual property in work produced by you in the course of providing the Service) and other information provided to you by us where you should reasonably understand the confidential nature of that information or any other information you may learn or be exposed to not in the public domain ("**Information**") is protected against unauthorized access, use, copying or disclosure. Information is strictly confidential and you shall only use Information as required for providing the Services (and no other purpose). You must comply with our instructions in relation to Information.
- b. You may disclose Information to your advisors on a "*need to know*" basis as required for the performance of a Service.
- c. A breach or anticipated breach of the confidentiality provisions of this Agreement, will cause the us irreparable harm and you agree that monetary damages alone may not be an adequate remedy and, accordingly, we 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.
- d. Unauthorised disclosure of Information is an offence and liable for prosecution under *Section 30 of the Human Rights Act 1981*, as amended.
- e. 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 us the equivalent of the Fee paid to you for a three (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 us under this section.
- f. You agree that all documents and other works, including their respective intellectual property rights created in full or in part by you or anyone engaged by you for a Service ("**Documents**"), shall be owned by us and we may change the Documents without your consent. Notwithstanding the foregoing, you and us may agree in writing that certain identified Document's or designated intellectual property rights will remain with you. You shall execute further agreements or documents as we may request to give full effect to this section.
- g. You may not use our name or logo for any publicity or marketing purposes.

9. Term and Termination

- a. This Agreement shall be effective on the Effective Date. The term for the provision of a Service shall start from the Commencement Date and end on the Completion Date ("**Term**"), as set out in the Appendix 1, whereupon this Agreement shall expire unless terminated earlier in accordance with its terms.
- b. You shall not provide additional Service in the event of notification of termination of this Agreement, however, in the event that a Services is being provided to us beyond the Completion Date, the terms and conditions of this Agreement shall continue on a day-to-day basis terminable without cause upon twenty (24) hours prior written notice by either party to the other.
- c. 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 Appendix 1.
- d. Either party may immediately terminate this Agreement if the other party commits a material breach of this Agreement, which is not remedied within thirty (30) days of notice by the other party informing them of breach, or an irremediable breach, if the other party becomes insolvent or if the other party's performance is affected by a *force majeure* event which lasts thirty (30) days or more.
 - e. Either party may terminate this Agreement by giving the other party prior written notice in accordance with Appendix 1 or 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.
 - f. 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.
 - g. Upon expiry or termination of this Agreement, you shall provide us with all such assistance as may be reasonably necessary in order to end the relationship in a manner which causes the least inconvenience to us including assisting with the transfer of data in an accessible and readable format to be agreed prior to any such transfer and returning all our or Government property.
 - h. The expiry or termination of this Agreement in any manner shall not release you 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.

10. **General**

- a. This Agreement is effective on the Effective Date. Where this Agreement refers to past or current obligations, this Agreement applies retrospectively from that date. Each party represents that this Agreement is executed by its duly authorized signatories and that each party has all required authorizations and capacity to perform its obligations.
- b. 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 Service and is the complete agreement between the parties.
- c. 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. As a result of providing a Service under this Agreement, you shall not be entitled to additional compensation other than the Fee, including, but not limited to: unemployment insurance or benefits, pension benefits, disability benefits and professional liability insurance and/or deductibles.
- d. You may not assign or transfer any rights or obligations under this Agreement (for example assigning or factoring invoices) without our 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. We may transfer its rights and obligations under this Agreement without notice or consent.
- e. 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.
- f. All actions, claims or demands against us 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.



- g. You consent to us 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. We 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.

11. Governance

- a. You shall inform us promptly of all known or anticipated material problems relevant to providing a Service.
- b. You shall notify us immediately if you have any actual or potential conflict of interest which might affect your ability to provide a Service.
- c. You agree to provide us (and, if we request in writing, our auditors and competent regulatory authorities) with full information on the provision and delivery of a Service in an open and cooperative way and attend meetings with us to discuss a Service and this Agreement.

12. 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 us at the contact details as set in Appendix 1.

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

| | |
|---|-------------|
| SIGNED by a duly authorised officer for and on behalf of the Government | Signature: |
| | Print Name: |
| | Title: |
| SIGNED by the Supplier | Signature: |
| | Print Name: |
| | Title: |

**APPENDIX 1**

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

1. The Government

| | | | |
|----------------------------|--|--------------------|--|
| Ministry: | | | |
| Department: | | | |
| Address: | | | |
| Government Contact: | | | |
| Tel No.: | | Mobile No.: | |
| Email address: | | | |

2. Specific Conditions:

| | | | |
|---|--|-------------------------------------|--|
| Supplier Name: | | | |
| Address: | | | |
| Home Tel: | | Mobile No.: | |
| | | | |
| Email address: | | | |
| Commencement Date: | | | |
| Completion Date: | | | |
| Termination Notice Period: | | 30 days | |
| Hourly Fee payable in arrears: | | BMD\$ | |
| Special Conditions related to the Fee: | | | |
| Payroll Tax #: | | Social Insurance No.: | |
| Insurance Coverage: | | BMD\$300,000 Professional Liability | |

3. Service provided by the Supplier

Service Objective: To provide cleaning service on our premises in accordance with this appendix, the statement of work and this Agreement. The Service is generally to be provided outside of normal working hours e.g. outside of 9am – 5pm Monday to Friday.

A. Service Provision

1. You and your personnel assigned to our facility agree to:
 - 1.1 perform the Service in accordance with the statement of work.



- 1.2 obtain all the necessary daily records for the Service to be completed during the week and provide copies to our contact.
- 1.3 be and remain solely responsible for all employee benefits and deductions, including but not limited to: wages, health benefits, vacation or other leave, insurances, bonus, uniforms, etc. for all persons providing Service on your behalf. All your employees may be required to wear a photo identification card to be supplied by you.
- 1.4 maintain an attendance register in which the arrival & departure time of persons providing the Service shall be entered daily. This attendance register shall be forwarded to our contact weekly.
- 1.5 ensure provision of adequate manpower and you shall furnish the names and addresses of the persons required to provide the Service. You shall be responsible for the training of all your employees and for providing all personal protective equipment.
- 1.6 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. We reserve the right to refuse and/or remove any of your employees that do not meet the security or performance requirements.
- 1.7 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 of our property.
- 1.8 use only your employees to provide the Service. Subcontracting the Service or any part of the Service is prohibited without our prior written consent.
- 1.9 pay your employees, or anyone working on your behalf, all wages, taxes and benefits required by law or other legal agreement.
- 1.10 provide a list of all equipment to be used for the Service.
- 1.11 provide a list of all cleaning materials used to perform the Service. We reserve 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. All persons providing a Service under this Agreement are subject to security vetting. If we require, you shall provide any requested security vetting documents.
3. We reserve the right to request an authorized representative to carry out an inspection of the subject areas with your appointed supervisor at any time during work hours at times to be agreed.
4. You shall provide 24 hour telephone communication access between the shift supervisor and us.
5. You 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 you.
6. You are required to make the most efficient use of all cleaning materials whilst maintaining a high level of service. Any misuse or theft of our property or supplies will result in prosecution to the maximum extent of the law.
7. Upon discovery of any hazardous materials or waste, you shall notify us immediately and allow us to contract with a properly licensed and qualified hazardous material contractor.
8. You shall use your best efforts to hire only Bermudians or those workers that have a legal right to work



in Bermuda.

9. There will be regular performance meetings between you and our contact.
10. If you fail to provide any or all of the Service for any period during the Term, we shall be at the liberty to instruct such work to be completed by other agencies and deduct fees or charges incurred on this account from amount payable to you.

B. Supplier Equipment

1. You shall provide all materials, chemicals and equipment necessary to carry out the Service as well as the consumables to be provided such as all paper products, trash receptacles bags, soap and air fresheners.
2. You shall include for the supply and provision of the following:
 - a) All consumables like, Bin Liners Detergent, liquid soaps, Floor Polish, deodorants, Room freshener, etc. (environmentally friendly in best quality & reputed make i.e. Proctor & Gamble; Krylon/Carroll; or of a similar standard to the approval of the client) and special items like floor polishing machines and vacuum cleaners. Consumables must be used in accordance with the manufacturer's recommendations and Material Safety Data Sheets are to be provided for the Client's representative review and approval prior to the use of all cleaning products, polish and room freshener's etc.
 - b) Environmental friendly hand towels are preferred.
 - c) You shall also be responsible for providing all cleaning materials required for cleaning works i.e. brushes, mops, buckets, dry vacuums, HEPA-vacuums etc. All vacuums shall be certified HEPA. Dry sweeping is not permitted.
 - d) All dusting is to be carried out using a damp cloth or a static cling type cloth.



APPENDIX 2

Statement of Work for Cleaning

| Service Objective | Service Level Provisions by cleaning services - Daily | Responsibilities |
|---|--|---|
| <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 to be emptied daily. Toilets (including seat and cistern), basins, showers and baths are free from dirt and smears. Vanity units, shelves, dispensers, mirrors, fixtures and fittings are free from dust and dirt. Floor is free from dirt and debris. 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. Users are required to remove all personal belongings from shower/bath areas after use.</p> |
| <p><u>Kitchens and Common Rooms</u> To maintain a hygienic environment for food preparation and consumption in kitchen.</p> | <p>Kitchen waste is removed daily Weekly Walls are spot cleaned. Skirting and sills are free from dirt and smears. Fridge/dishwasher door (external) are free from dirt and smears. Kitchen surfaces and tables are free from dirt and smears. Floor is free from dirt and debris. Furniture, fixtures and fittings are free from dust and smears.</p> | <p>Users must wash, dry and store personal cooking and dining utensils. Users are responsible for immediately cleaning spillages and soilage. Users must not use bleach-based cleaning products for additional cleaning. Users to clean the inside of microwaves. Users to periodically defrost/clean inside of fridge.</p> |
| <p><u>Corridors and Stairs</u> To maintain a clean and safe environment</p> | <p>Daily Waste bins are emptied. Floor is free form debris/litter. Weekly Furniture. Fixtures and fittings are free from dust and smears. Telephones are dust free. 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> To maintain a clean and safe environment</p> | <p>Daily Waste bins are emptied. Desks and counters are free from dirt and smears. Glazed vision panels in entrance doors are free from dirt and smears. Floor is free from dirt and debris. Weekly Furniture, fixtures and fittings are free from dust and smears. Telephones are dust free.</p> | <p>All waste must be placed in waste bins. Users are responsible for disposing of recyclable materials separately. Users to clear surfaces where practicable.</p> |
| <p><u>Offices</u> To maintain a clean and safe environment.</p> | <p>Weekly Furniture, fixtures and fittings are free from dust and smears. Telephones are dust free. Floor is free from dirt and debris. 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. Users are responsible for disposing of recyclable materials separately. Users to clear surfaces where practicable.</p> |



| Service Objective | Service Level Provisions by cleaning services - Weekly |
|---|---|
| <p><u>All Areas</u> To maintain a hygienic environment for food preparation and consumption in Kitchen.</p> | <p>Walls are spot cleaned. Skirting and sills are free from dirt and smears. Fridge/dishwasher door (external) are cleaned and free from dirt and smears. Kitchen surfaces and tables are cleaned and free from dirt and smears. Floor is cleaned and free from dirt and debris. Furniture, fixtures and fittings are cleaned and free from dust and smears. Clean microwaves, refrigerators and stoves inside and out. Clean and remove cob-webs and pest droppings. Clean and vacuum all entrance areas and entrance mats Clean all telephone handsets in lifts and public areas.</p> |

| Service Objective | Service Level Provisions by cleaning services - Monthly |
|-------------------------|--|
| <p><u>All Areas</u></p> | <p>Walls are spot cleaned. Clean all air vents in doors, walls and ceilings. Spot clean all marks on vertical and horizontal surfaces. Vacuum all upholstery seating with an approved filtered vacuum or bag-less environmentally friendly vacuum. Clean all ledges, sills, ductwork and exposed piping. Clean all internal glass surfaces. Clean all light fixtures Scrub all rubbish bins and disinfect. Wet wipe and clean all vertical and horizontal venetian blinds. Clean kitchen furniture, chairs, counters, cupboards, doors and blinds etc. All Store room floors to be swept and vacuumed.</p> |

Provision of Cleaning Services to Water and Septage Section Facilities
RFQ #50/1001/2024/cleaning services

ANNEX B - PRICING FORM

Contract Pricing – Year 1

| Site | Monthly Labour Costs (L) | Monthly Material Costs (M) | Monthly Site Costs (L+M) |
|--|--------------------------|----------------------------|--------------------------|
| Fort Prospect Restroom | \$ | \$ | \$ |
| Prospect Water Treatment Plant Office Area and Restroom | \$ | \$ | \$ |
| Frog Lane/Prospect Water Truckers Outlet Restroom | \$ | \$ | \$ |
| Septage Site Staff Office Trailer and Restroom | \$ | \$ | \$ |
| Tudor Hill Water Treatment Plant Office Area and Restroom | \$ | \$ | \$ |
| Devon Springs Booster Pumping Station Office Area and Restroom | \$ | \$ | \$ |
| Sub-total Monthly Site Costs (A) | | | \$ |
| Year 1 total["A" multiplied by 12 months] (B) | | | \$ |

Contract Pricing – Year 2

| Site | Monthly Labour Costs (L) | Monthly Material Costs (M) | Monthly Site Costs (L+M) |
|--|--------------------------|----------------------------|--------------------------|
| Fort Prospect Restroom | \$ | \$ | \$ |
| Prospect Water Treatment Plant Office Area and Restroom | \$ | \$ | \$ |
| Frog Lane/Prospect Water Truckers Outlet Restroom | \$ | \$ | \$ |
| Septage Site Staff Office Trailer and Restroom | \$ | \$ | \$ |
| Tudor Hill Water Treatment Plant Office Area and Restroom | \$ | \$ | \$ |
| Devon Springs Booster Pumping Station Office Area and Restroom | \$ | \$ | \$ |
| Sub-total Monthly Site Costs (C) | | | \$ |
| Year 2 total ["C" multiplied by 12 months] (D) | | | \$ |

Contract Value [Add: "B" + "D"] \$ _____

Hourly Call out Rate to address Emergency Services - Charge Rate: \$ _____

Provision of Cleaning Services to Water and Septage Section Facilities
RFQ #50/1001/2024/cleaning services

SCHEDULE OF RATES

List per hour rates of each technical member involved with this project, and travel time for service either beyond the monthly maximum hours or for work outside the regular monthly maintenance scope of work. All rates and prices (in Bermuda dollars) in the schedule are to be inclusive of materials and related accessories, placement, overhead and profit. These rates shall be used for determining additions and deletions from the contract sum.

Table must be completed by Proponent WITH HOURLY RATES AND TRAVEL TIME

| | TECHNCAL MEMBER RATE | HOURLY RATE | TRAVEL TIME |
|--|-----------------------------|--------------------|--------------------|
| | Supervisor | | |
| | Cleaner | | |
| | | | |

Dated this _____ day of _____ 2021

(Signature) _____ in the capacity of _____

[BLOCK LETTERS]

Duly authorized to sign response for and on behalf of:

(Firm) _____

(Address) _____

List all Equipment

Please provide list of equipment that will be used for this site.

Provision of Cleaning Services to Water and Septage Section Facilities

RFQ #50/1001/2024/cleaning services

ANNEX C - LOCAL BENEFITS

(SOCIAL, ECONOMIC AND ENVIRONMENTAL)

All pages of this form must be completed and returned with the Proponent’s response.

This form is used to gather information to influence and help the economic transformation and enable meaningful participation of Bermudians and “specified business” in Bermuda’s economy. This form looks at the ownership, management structures, and skill development opportunities and to learn more about the businesses bidding on Government Contracts. The Government’s aim is to increase access to local economic activities and encourage skills training opportunities for Bermudians and the Government’s use of specified businesses.

Rated criteria in the Government’s Standard Evaluation Matrix Section 3 is equivalent to mandatory 30% of the overall score. It helps the public officers to measure, promote equal opportunities, and optimize the participation of specified businesses.

Date:

Ownership:

- 1. Bermudian Owned Business..... Yes No

- 2. Are you defined as a “Specified Business” in Bermuda (Small or Medium Sized)?
Yes No
 Other_____

Definition - According to the Code of Practice Project Management and Procurement (page 8 and 9), “**Specified Business**” means a Bermudian-owned and owner-operated business enterprise with such characteristics as the Bermuda Economic Development Corporation may determine and

(A) gross annual sales of less than one million dollars, or an annual payroll of less than five hundred thousand dollars; or

- (B) at least three of the following attributes:
- (i) gross annual revenue of between \$1,000,000 and \$5,000,000;
 - (ii) net assets of less than \$2,500,000;
 - (iii) an annual payroll of between \$500,000 and \$2,500,000;
 - (iv) between a minimum of 11 and a maximum of 50 employees; and
 - (v) been in operation for a minimum of 10 years.

- 3. Provide a copy of the Certificate of Incorporation (if applicable).

Copy attached Yes No

4. Number of employees/Bermudians

Please indicate the total number of persons employed by the company and the number and percentage of Bermudian employees.

| | |
|---------------------------|--|
| NUMBER OF NON-BERMUDIANS: | |
| NUMBER OF BERMUDIANS: | |
| NUMBER OF EMPLOYEES: | |
| PERCENTAGE OF BERMUDIANS: | |

Management Control

5. INCUMBENCY CERTIFICATE

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

DIRECTORS and ALTERNATE DIRECTORS

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |

OFFICERS

| NAME | TITLE |
|------|-------|
| | |
| | |

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

Company Name:

Skill Development - Apprenticeships/training opportunities

6. Do you offer apprenticeships/training opportunities?

Yes No

7. Does your business offer Bermudian's apprenticeships/training opportunities?

Yes No

8. Does your business offer Bermudian's internship opportunities?

Yes No

9. If yes, to questions 8 and 9, what apprenticeship or training opportunities exist, please indicate below. (add more lines as needed)

| <u>NUMBER</u> | <u>NAME</u> | <u>NON BERMUDIAN</u> | <u>BERMUDIAN</u> | <u>APPRENTICESHIPS OR TRAINING OFFERED BY YOUR COMPANY (month/year)</u> |
|---------------|-------------|--------------------------|------------------|---|
| | | | | |
| | | | | |
| | | | | |

Preference Procurement

10. Will the proponent use Bermuda specified businesses in their supply chain?

Yes _____ No _____

If no, then please provide an explanation _____

11. Will the proponent use Bermuda specified business sub-contractors (if applicable)?

Yes _____ No _____

If no, then please provide an explanation _____

Enterprise and Supplier Development

12. Safety and Health, Sustainability and Environmental Policies

Please indicate whether the business has a:

a) Safety and Health Policy,

Yes No, if yes, then please provide a copy.

b) Sustainable Goods and Services Policy

Yes No, if yes, then please provide a copy.

c) Environmental Policy.

Yes No, if yes, then please provide a copy.

Provision of Cleaning Services to Water and Septage Section Facilities

RFQ #50/1001/2024/cleaning services

ANNEX C-REFERENCE FORM

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

Include Government reference

Reference #1

| | |
|------------------------------------|---------------------------------------|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Contact Email: | |
| Period of Performance: | Start: _____ End: _____ |
| Total Contract Value: | \$ _____ |
| Geographical Area Covered: | |
| Scope of Services Provided: | |

Reference #2

| | |
|------------------------------------|---------------------------------------|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Contact Email: | |
| Period of Performance: | Start: _____ End: _____ |
| Total Contract Value: | \$ _____ |
| Geographical Area Covered: | |
| Scope of Services Provided: | |

Reference #3

| | |
|------------------------------------|---------------------------------------|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Contact Email: | |
| Period of Performance: | Start: _____ End: _____ |
| Total Contract Value: | \$ _____ |
| Geographical Area Covered: | |
| Scope of Services Provided: | |