



Ministry of National Security

Bermuda Police Service

Request for Quotations

For

Forensic Services - MNS-BPS-2021-02

Request for Quotations No.: **MNS-BPS-2021-02**

Issued: **Thursday, October 28, 2021**

Submission Deadline: **Friday, December 03, 2021 04:00:00 PM AST**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to submit non-binding quotations for **Forensic Services - MNS-BPS-2021-02**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Bermuda Police Service (hereafter known as “BPS”) seeks proposals from an ISO-17025, or equivalent, accredited laboratory for specialized Deoxyribonucleic Acid (DNA) analysis, testing, comparing services, and database management. The BPS must partner with an independent and efficient forensic laboratory with the necessary technical, financial, and human resources.

A well-established forensic infrastructure is crucial to a successful justice system in Bermuda. The quality and accuracy of forensic investigations and examinations have an extensive impact on the quality of justice and the overall perception of the justice system by the litigants and other users. Services should include DNA analysis of database (arrestee) samples, DNA analysis of evidence standards, evidence samples, DNA analysis of cuttings from biological evidence, pre-DNA screening, and subsequent DNA analysis, if needed, of original items of evidence and serology.

The successful proponent must have the ability to receive, process, and dispatch couriered shipments of exhibits efficiently. Laboratory personnel must be available for court testimony and consultation with the Department of Public Prosecutions (DPP) for all cases worked on. All rates relating to expert witness testimony, whether written interrogatories or telephone dispositions, must be attached as an appendix.

The BPS currently owns a Criminal DNA database. Data for a Bermuda DNA Population Database exists, but it has not been vetted and published. The current contract holder maintains database Management and Technical Support. The DNA database, as well as the backups, are maintained by the BPS.

Any information collected or used by or on behalf of the Government of Bermuda (“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 under the Act. The person who gives information to the Government in response to this solicitation document consents to the collection and use of the information and waives any right to challenge any decision made by the Government to disclose the information. Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this solicitation document.

The anticipated duration of this contract will be two (2) years with the option to renew for one (1) year.

1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be: Acting Detective Sergeant Jewel Alex Hayward, Forensic Support Unit, email jhayward@bps.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 Acting Detective Sergeant Jewel Alex Hayward, Forensic Support Unit, email jhayward@bps.bm

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

1.3 Type of Contract for Deliverables

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

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

1.4 RFQ Timetable

1.4.1 Key Dates

Issue Date of RFQ	Thursday, October 28, 2021
No Pre-Bid / Site Meeting	N/A
Deadline for Questions	Friday, November 12, 2021
Deadline for Issuing Addenda	Friday, November 19, 2021
Submission Deadline	Friday, December 03, 2021, 4:00.00 PM
Rectification Period	5 business days
Anticipated Execution of Agreement	Saturday, January 01, 2022

All times listed are in Atlantic Standard Time (AST). The RFQ timetable is tentative only, and may be changed by the Government at any time. For greater clarity, business days means all days that the Government is open for business.

1.4.2 Site Visit / Pre-Bid Meeting

N/A

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted to:

Bermuda Police Services
Southside Police Station
Attention Acting Detective Sergeant Jewel Alex Hayward
#2 Stocks Point Road
St. David's DD03

1.5.2 Quotations to be Submitted on Time

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

1.5.3 Quotations to be Submitted in Prescribed Format

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

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

Quotations should be submitted in a sealed package and prominently marked with the RFQ title and number (see RFQ cover) and will not be opened until Wednesday December 08, 2021 4:00:00 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:

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

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

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

3.7 Governing Law and Interpretation

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

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

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The terms and conditions found in the 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 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

List

ALTERNATE DIRECTORS

List

OFFICERS

List

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

Company Name:

Date:

Secretary/Director

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

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

2. Evaluation of Pricing

Pricing is worth 50 points of the total score.

Pricing will be scored based 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 in accordance with the following formula.

2.1 Price (include all cost) (construction): 5 = equal to or within 15% of estimate, 4 = between 16% to 30% (over or under) of estimate, 3 = between 30% to 40% (over or under) of estimate, 2 = between 40% and 50% (over or under) of estimate, 0 = over 50% more or less than estimate.

2.2 The respondent is in a stable financial position

Following financial checks, i.e. checking a bank reference, the following scores shall be awarded.

5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

2.3 The respondent has no outstanding Government debt

Following financial checks with Social Insurance, the Accountant General's Department's Debt Collection Section, the Bermuda Health Council and the Tax Commissioner, the following scores shall 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 - Bid and Schedule of Rates

APPENDIX D – RFQ PARTICULARS

A. THE DELIVERABLES

DNA analysis services

1 DNA Technical Specifications

General Requirements

Respondents must demonstrate their capability in providing the following:

- 1.1 The Vendor must be an ISO/IEC 17025:2017 accredited DNA TESTING LAB and have maintained an ANAB, FBI QAS, ASQ/ANSI (formally FQS), ASCLD/LAB accreditation or Standards Council of Canada certified and must provide a copy of the certificate with the bid quotation.
- 1.2 The Vendor must provide a copy of its current laboratory table of organization, including all personnel. This chart must include the name of the technical leader, the quality managers, and all the analysts and technicians qualified to perform offender and forensic evidence case analysis. All individuals listed must meet the definition provided in the FBI's "Quality Assurance Standards for Forensic DNA Testing Laboratories" and / or "Quality Assurance Standards for DNA Data basing Laboratories" Any personnel changes that have occurred since the most recent DNA audit must be noted.
- 1.3 The Vendor must provide a list of individuals expected to work on this contract. In addition, the Vendor will provide resumes for the technical leader, the quality managers, and all the analysts and technicians expected to work on this contract. Resumes must outline completed training and include the length of time the individual has been performing DNA on offender samples or forensic case samples, particularly with mixed stain evidence samples. Any changes to the list of analysts assigned to this project must be submitted to the BPS within (10) ten working days, during the length of the contract.
- 1.4 The Vendor must provide a summary of the number of offender samples and forensic cases analysed per month for the last twelve months. This summary should include the type of forensic case, the type of sample, the number of samples, and the average turnaround time (TRT).
- 1.5 The Vendor must provide a summary of proficiency test records for all participating DNA analysts and technicians from January 2018 to the most recent external proficiency test. In addition, the Vendor will provide complete copies of proficiency test notes from the most recent external proficiency test demonstrating the ability to perform mixed stain analysis as required in this bid specification for analysts expected to work on this contract and technicians.
- 1.6 The Vendor must provide documentation describing its maximum capacity per month to perform forensic case analysis and offender sample analysis. The Vendor must include the number and type of instruments to be used for this project and how to instrument downtime and employee turnover will be addressed.

- 1.7 The analytical protocols used by the Vendor must meet minimum requirements of the specifications outlined in ISO/IEC: 17025 international standard or the FBI's "Quality Assurance Standards for Forensic DNA Testing Laboratories", or Standards Council of Canada certified and "Quality Assurance Standards for DNA Databasing Laboratories."
- 1.8 The vendor must use a Life Technologies Genetic Analyser Model 310, 3130, 3500, or 3730 series.
- 1.9 The vendor must provide off ladder alleles or sample anomalies for review (screenshot/printouts etc.), provide notes describing any anomalies, provide tables of failed samples with description of attempts/retests and reason for failure.
- 1.10 The vendor must have access to all Gene Mapper or Gene Marker final analysis project data, provide complete raw data files upon request and permit site visits and inspections of the lab.
- 1.11 The Vendor must certify that it will abide by the minimum requirements of the most current version of the "NDIS Standards for Acceptance of DNA Data."
- 1.12 The Vendor must be able to maintain the BPS DNA database, providing Database Management and Technical support, which includes Database searching/queries/confirmations/Database HIT notifications and post-reporting. The following main points should be addressed and dealt with; potential duplication of samples, Matching rules, near matches, Match nomenclature, number of matching loci/match probability, match validation, Dispositioning and the deletion of profiles upon request from the BPS.
- 1.13 The vendor must ensure access to the database is limited by physical and organizational methods to those persons who require access for various reasons, such as data entry, searching etc.
- 1.14 The Vendor must permit site visits of the lab facility and review of relevant documents and cases. The BPS reserves the right to conduct periodic site visits and/or audits after establishing the contract to ensure continued compliance.
- 1.15 The Vendor must provide information on the security procedures for the laboratory and the database.
- 1.16 The Vendor must provide summary data outlining the number of DNA contamination occurrences and follow-up in its lab for the past 24 months.
- 1.17 The Vendor must protect the confidentiality of the data. A copy of a signed confidentiality statement for each employee will be maintained on file subject to review by the BPS. Any use, sale, or offering of this data in any form by the Vendor, their employees, or assignees, except by valid subpoena or court order for testimony or discovery purposes, will be considered in violation of the contract.
- 1.18 The Vendor will not subcontract any portion of the casework sample handling, processing, analysis, or reporting to any other laboratory not associated with the Vendor's corporation. The Vendor must have approval from BPS before sending samples to another laboratory associated with the Vendor's corporation. The Vendor must pay all expenses for two BPS

employees to conduct a site visit of the second laboratory prior to sending samples to the second laboratory.

- 1.19 The Vendor must receive samples in the specified quantities and at the specified intervals mutually agreed upon between the BPS and the Vendor. The acceptable mode of transportation must provide proper conditions to protect the integrity of the samples, ensure the chain of custody, and assure the prompt delivery of samples.
- 1.20 The Vendor must allow open or blind proficiency samples for quality assurance purposes during the term of the contract. Proficiency samples will be billed at the contract rate for similar casework or offender samples. Results from the blind samples will be evaluated by the BPS. If the Vendor fails to demonstrate its proficiency and ability to comply with the time constraints of the contract, the submitting agency may void the contract. Throughout the term of the contract, the Vendor will be required to present documentation of any corrective action taken to address any quality assurance issue identified by an incorrect result.
- 1.21 Sample analysis will not be considered complete until all requirements are met. The Vendor must assure that any discrepancies detected by the BPS are resolved to the satisfaction of the BPS at no additional cost. Cases or samples with discrepancies will be returned to the Vendor for re-analysis at no additional cost to BPS.
- 1.22 The Vendor will retain all logbooks, records, and data files used and created and used in the DNA testing. This includes case files, sample files, matrix files, analysis parameter files, sample sheet, injection list and log files, quality control records, personnel records, proficiency testing records, and any other documents relative to this contract until the appeals process is complete. The BPS will have full access to and the right to examine these documents at any time during this period. The BPS must be notified, in writing, prior to any destruction of the aforementioned being destroyed.
- 1.23 The Vendor is responsible for the professional quality, technical accuracy, completion, and delivery of all deliverables and other services furnished by the Vendor under this contract. The Vendor will, without additional compensation, correct or revise errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract will not in any way relieve the Vendor of responsibility for the technical adequacy of its work. The review, approval, acceptance, or payment for any of the services will not be construed as a waiver of any rights under the agreement of any cause for action arising out of the performance of this contract. The Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied assurance under this contract or Bermuda law and in no way will diminish any other rights that the BPS may have against the Vendor for faulty materials, equipment, or work
- 1.24 The Vendor must provide a list of Vendor staff expected to testify, if necessary. The list must indicate how many times each individual has testified and in which jurisdiction.
- 1.25 The Vendor must certify that none of its employees working on this contract have been convicted of a felony.
- 1.26 The Vendor must provide a scaled diagram of the laboratory facility indicating the location where each step of the contract testing will be performed.

2 Technical Specifications / Pre-DNA Analysis

Respondents must demonstrate their capability in providing the following:

2.1 The Vendor shall receive samples or data in one of the below forms:

- 2.1.1 Arrestee (offender) samples, most of which will be buccal samples using Bode SecureSwab2 (ISO 18385 Forensic DNA Grade) swabs, or any other kits which may be appropriate as approved by the BPS and submitted in a separate sealed and labelled white envelope in bulk shipments.
- 2.1.2 Sexual assault kits or other original unscreened items. These items will need to be screened for semen, blood, or other biological material. The Victim Sexual Assault Kits used by the BPS typically contain: female genital samples - swabs from the Vulva and perineum (x2 – 1 moist and one dry), Low vaginal swabs (x2), High vaginal swabs (x2), Endo-cervical (x2) and a reference sample (x2), examinee clothing and other samples (as specified on the Forensic Medical Examination Form accompanying the kit). Suspect kits typically contain: Male genital samples – swabs from shaft + external foreskin if present, swabs from Coronal sulcus + internal foreskin if present and swab from glans, (x2) 1 moist and 1 dry from each site, a reference sample (x2), examinee clothing and other samples (as specified on the Forensic Medical Examination Form accompanying the kit).
- 2.1.3 Known and pre-screened case samples may contain previously identified semen, blood, or other biological materials. Known samples typically are blood on untreated stain cards or buccal swabs.

2.2 SEROLOGY - Evidence not previously screened is to be screened for the presence of blood, semen, or biological material as appropriate for each type of sample. The Vendor must provide a copy of the type of screening process and procedure to be used.

2.3 Information will accompany each case listing the items of importance, the order of importance, and the biological stain requested. BPS will establish a standardized order of examination for items in victim sexual assault kits.

2.4 If test results are negative for the highest priority item, the next highest priority item will be tested. If all the listed items test negative, the case will be reported as negative.

2.5 An information sheet will accompany all samples pre-screened by BPS indicating the nature of the sample (i.e., blood, semen, saliva).

3 Technical Specifications / DNA Analysis

Respondents must demonstrate their capability in providing the following:

3.1 The Vendor shall complete analysis of each shipment of forensic casework samples within (21) twenty-one working days of receipt, including pre-DNA screening if needed. The second turnaround time is within 10 working days or less (where possible) for RUSH samples. Analysis is considered to include receipt of all requested supporting documents, documentation of 100 % technical review by a qualified individual, a SMALLPOND/or

- CODIS compatible electronic upload file, and a court-ready written report. The report must include interpretation with the statistical frequency of the probative profile as designated per category.
- 3.2 The Vendor shall complete analysis of each shipment of offender (Arrestee) samples within (21) twenty-one working days of receipt. Analysis is considered to include receipt of all requested supporting documents and a SMALLPOND/or CODIS compatible electronic upload file.
 - 3.3 The Vendor must analyse an extraction (reagent) blank with each set of unknown samples, each set of reference samples, and each set of offender samples. The Vendor must amplify and analyse the extraction blanks for all loci. The Vendor must also use negative and positive amplification controls.
 - 3.4 The extraction blanks and negative amplification control must not exhibit any type-able DNA activity. If contamination is detected, the Vendor will attempt to determine the source of contamination and will repeat the analysis at no additional cost to the BPS.
 - 3.5 Any incident of DNA contamination must be documented and evaluated. The Vendor will contact the BPS if any contamination is observed in the course of analysis of samples under this contract.
 - 3.6 The Vendor shall perform a differential extraction on all sperm containing items that have a sufficient quantity of sperm to justify the procedure. STR analysis must be conducted on both fractions resulting from this extraction.
 - 3.7 The Vendor must clearly indicate which instrumentation and kits will be used.
 - 3.8 The Vendor must provide a hard copy of analysed data used for interpretation. Electronic copies of the data and capillary electrophoresis raw sample data must also be provided. This should include a report summarizing profiles used in interpretation.
 - 3.9 The Vendor will return all remaining case evidence, packaging, and any remaining extracted DNA and extraction blanks to the BPS Property Management Unit (PMU). The Vendor is responsible for all costs incurred in this process. The acceptable mode of transportation must provide proper conditions to protect the integrity of the samples, ensure the chain of custody remain intact and assure prompt delivery. The shipper must guarantee the ability to track all shipments, and the submitting agency must approve the mode of transportation.
 - 3.10 Exact data thresholds, peak height ratios, and other specifications for data interpretation are dependent on validations performed by the Vendor and other factors. The Vendor and Head of the BPS Forensic Unit will establish and agree upon these specifications before work begins on any BPS samples.
 - 3.11 The vendor must process all DNA samples using POWERPLEX 16 or POWERPLEX FUSION or equivalent chemistry to produce autosomal DNA profile of a minimum of 15 up loadable loci including the 13 CODIS core STR loci and Amelogenin; additionally process male DNA samples using Y-23 to produce a DNA profile of a minimum of 17 up loadable Y-STR loci; provide results with supporting documentation in electronic format including related controls for all testing; implement procedures and protocols for retesting

and quality assurance; provide results within requested timeframe; and securely store samples and packaging during testing process

- 3.12 The vendor must provide file formats with DNA profile information which may include records being written on a single row or on multiple rows. The files provided that contain DNA profile information should allow for fixed length and/or a delimiter. At a minimum the following delimiters must be available; commas, semi-colon, pipe, quotes, braces, slashes and tab. The vendor must have the ability to change their file format of the DNA profile information to meet the needs of the BPS. The preferred file type is a GeneMapperID.txt or Genemarker.txt file, export file and/or a CODIS CMF export file.

B. MATERIAL DISCLOSURES

N/A

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

Other Mandatory Submission Requirements

1. Local Benefits Form

Each Proposal must include the completed Local Benefit Form - Social, Economic, and Environmental

Each proponent should provide the following in its proposal

- a) Percentage of Bermudians employed by the proponent
- b) Number of Bermudians employed by the proponent
- c) Is the proponent a Specified Business?

- d) Will the proponent use a Specified Business(es) in their supply chain?
- e) Will the proponent use a Specified Business(es) as a subcontractor(s)?
- f) Does the proponent offer evidence of (i) providing mentoring, apprenticeships, or training opportunities for Bermudians, or (ii) being willing to offer them?
- g) Does the proponent have (i) a safety and health policy; (ii) a sustainable goods and/or services policy; and (iii) an environmental policy?

See Annex C - Local Benefits Form

2. Technical Proposal

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the BPS.

1. Title Page

Show the RFP number and subject, the name of your firm, address, telephone number(s), name of a contact person, and date.

2. Table of Contents

Clearly identify the materials by section and page number.

3. Letter of Transmittal

- 3.1 Briefly state an overview of your firm and the firm's understanding of the services to be performed and make a positive commitment to provide the services as specified in Appendix D.
- 3.2 Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.
- 3.3 The letter must be signed by a corporate officer or other individuals who have the authority to bind the firm.

4. Experience

- 4.1 Prospective vendors must provide a detailed history of their company and/or its partners' experience in analyzing DNA and maintaining DNA databases. The experience must be provided in the company profile.
- 4.2 Provide at least three (3) examples of projects completed that are similar in size and nature. These projects must have been completed by current members of your staff. Include a point of contact, telephone number, and a brief description of the services provided.
- 4.3 If a prospective vendor intends to have services provided by partners and/or subcontractor, it will be mandatory for the prospective vendor submitting the proposal to

act as the prime vendor for all service delivery as specified in this RFP. The prospective vendor must provide sufficient information and data with respect to each sub-contractor to demonstrate that it also has the requisite experience to perform the function assigned by the prospective vendor.

5. Primary Account Representative's

Provide detailed information on the qualifications and experience of the Primary Account Representatives as it relates to the required services. Provide details of each representative's background, education, experience and an average number of accounts of the representative are to be assigned to the account.

6. Key Project Staff

Identify key project staff expected to provide services on behalf of the firm. Resumes should be included for each of the individuals referenced.

7. Available Resources

Provide information on resources available to your firm which indicates that you have access to the services to perform the work.

8. Contractor Location

Describe the firm's location where the primary services are to be provided and the ability to meet in person with Department personnel when required during the performance of the contract. (Vendors residing and delivering primary services within Bermuda will be eligible for local Benefit points).

9. Project Methodology and Approach

Provide detailed information on the firm's methodology in meeting the scope of work requirements identified in Appendix D. Describe the overall approach to include any special considerations which may be unique to the Government and Bermuda's environment.

3. References and Projects

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

See Annex D - References Form

D. MANDATORY TECHNICAL REQUIREMENTS

1. Proof of Relevant Certification

The Vendor must be an ISO/IEC 17025:2017 accredited DNA TESTING LAB and have maintained an ANAB, FBI QAS, ASQ/ANSI (formally FQS), ASCLD/LAB accreditation or Standards Council of Canada certified and must provide a copy of the certificate with the bid proposal.

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.

2. Proof of Insurance

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

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

F. RATED CRITERIA

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

#	Category	Weighting (%)	Threshold
1	Pricing	50	N/A
2	Experience and Capability	40	N/A
3	Social, Economic and Environmental (Local Benefits)	10	N/A
Total Points		100	

1. Pricing

See Appendix C – Pricing

2. Experience and Capability

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 proponent 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 proponent performed well on previous Government Projects?
- Is the proponent able to complete the work within the required timeframe?
- Does the proponent offer evidence that they have sufficient, suitably experienced resources available to complete the work?
- Does the proponent have a good track record of ensuring the health, safety, and welfare at work for all their employees?

Were the proponent's referees positive about their experience working with the contractor/vendor/supplier, and would they use the proponent again?

3. Social, Economic and Environmental (Local Benefits)

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

- Number of Bermudians employed by the bidder;
- If the Proponent is a specified business?;
- Engagement of Bermudian employees (%) during the project;
- Use of specified businesses in the proponent's supply chain;
- Use of specified business as subcontractors (if applicable);
- Safety and health record of the proponent for the three immediately preceding years of reporting
- Environmental considerations and Policy (each proponent to provide a copy)

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 _____