



**Ministry of Public Works  
Department of Works and Engineering**

**Request for Proposals  
For  
Cleaning of the Materials Recovery Offices and Bathrooms**

**Request for Proposals No.: 2018-006P**

**Issued: Wednesday, August 15, 2018**

**Submission Deadline: Monday, September 17, 2018 03:00:00 PM AST**

## TABLE OF CONTENTS

<b>PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS .....</b>	<b>3</b>
1.1 Invitation to Proponents.....	3
1.2 RFP Contact.....	3
1.3 Type of Contract for Deliverables .....	3
1.4 RFP Timetable .....	4
1.5 Submission of Proposals.....	4
<b>PART 2 – EVALUATION AND AWARD .....</b>	<b>6</b>
2.1 Stages of Evaluation .....	6
2.2 Stage I – Mandatory Submission Requirements.....	6
2.3 Stage II – Evaluation .....	6
2.4 Stage III – Pricing.....	6
2.5 Selection of Top-Ranked Proponent.....	6
2.6 Notice to Proponent and Execution of Agreement .....	7
2.7 Failure to Enter into Agreement.....	7
<b>PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS.....</b>	<b>8</b>
3.1 General Information and Instructions.....	8
3.2 Communication after Issuance of RFP .....	9
3.3 Notification and Debriefing .....	10
3.4 Conflict of Interest and Prohibited Conduct .....	10
3.5 Confidential Information.....	12
3.6 Reserved Rights and Limitation of Liability .....	12
3.7 Governing Law and Interpretation .....	13
<b>APPENDIX A – FORM OF AGREEMENT .....</b>	<b>15</b>
<b>APPENDIX B – SUBMISSION FORM .....</b>	<b>16</b>
<b>APPENDIX C – PRICING .....</b>	<b>19</b>
<b>APPENDIX D – RFP PARTICULARS.....</b>	<b>20</b>
A. THE DELIVERABLES.....	20
B. MATERIAL DISCLOSURES.....	20
C. MANDATORY SUBMISSION REQUIREMENTS .....	20
D. MANDATORY TECHNICAL REQUIREMENTS .....	21
E. PRE-CONDITIONS OF AWARD.....	22
F. RATED CRITERIA .....	22
<b>APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION.....</b>	<b>23</b>

ANNEX A - FORM OF AGREEMENT

ANNEX B - PRICING FORM WITH YEAR THREE OPTIONAL

ANNEX C - APPENDIX D RFP PARTICULARS DELIVERABLES

ANNEX D - LOCAL BENEFITS

## **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Invitation to Proponents**

This Request for Proposals (the "RFP") is an invitation by the Government of Bermuda (the "Government") to prospective proponents to submit proposals for **Cleaning of the Materials Recovery Offices and Bathrooms**, as further described in Section A of the RFP Particulars (Appendix D) (the "Deliverables").

The Department of Works & Engineering, Waste Management Section is seeking bids from established cleaning service firms to provide cleaning services at the Material Recovery Center, 18 Quarry Road, Hamilton Parish.

### **1.2 RFP Contact**

For the purposes of this procurement process, the "RFP Contact" will be:

Ms. Elizabeth Davis-Smith at email: [edsmith@gov.bm](mailto:edsmith@gov.bm)

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

Proponents that download this file and intend to respond to this RFP are required to register their interest with the RFP contact by emailing their company name and contact information to

Ms. Elizabeth Davis-Smith at email: [edsmith@gov.bm](mailto:edsmith@gov.bm)

prior to the Submission Deadline noted in the RFP timetable below.

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

### **1.3 Type of Contract for Deliverables**

The selected proponent will be required to enter into an agreement with the Government for the provision of the Deliverables in the form attached as Appendix A to the RFP (the "Agreement"). It is the Government's intention to enter into the Agreement with only one (1) legal entity. The term of the Agreement is to be for a period of 2 Years, with an option in favour of the Government to extend the Agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to 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 RFP Timetable

Issue Date of RFP	Wednesday, August 15, 2018
Pre-Bid / Site Meeting	Thursday, August 30, 2018 10:00 AM
Deadline for Questions	Thursday, September 06, 2018 4:00 PM
Deadline for Issuing Addenda	Monday, September 10, 2018 4:00 PM
Submission Deadline	Monday, September 17, 2018 03:00:00 PM
Irrevocability Period	days
Anticipated Execution of Agreement	Monday, September 24, 2018

All times listed are in Atlantic Standard Time (AST). The RFP 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.

A mandatory site meeting will be held on Thursday, August 30, 2018, at 10:00 AM AST at the following location:

The Government Quarry,  
18 Quarry Road,  
Bailey's Bay, Hamilton Parish

The above will be the initial meeting point then the tour will move to the Materail Recovery Center, located inside of the Government Quarry.

Failure to be attend and sign-in will not result in the disqualification of your proposal submission. The visits will be conducted during the regular business hours of 9:00 am to 3:00pm in order to become familiar with conditions that may affect the proposed work.

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

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

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

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

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

## 1.5 Submission of Proposals

### 1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Tender Box at the Ministry of Public Works,  
Located on the 3rd Floor, General Post Office Building,  
56, Church Street, Hamilton, HM12, Bermuda.

E-mail and facsimile submissions are not accepted. However, Electronic copies (e-copy) of your proposal in MS Word or Adobe PDF format via USB drive or CD is requested with your hard copy submittal.

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

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

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

Proponents shall submit at minimum 2 original signed hard copies of their proposal or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and e-copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the proposal, the hard copy of the proposal will prevail. Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and will not be opened until Monday, September 17, 2018 03:00:00 PM. The full legal name and return address of the proponent should be marked on the package as well.

### **1.5.4 Amendment of Proposals**

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

### **1.5.5 Withdrawal of Proposals**

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. The Government is under no obligation to return withdrawn proposals.

### **1.5.6 Proposals Irrevocable after Submission Deadline**

Proposals shall be irrevocable for a period of days running from the moment that the Submission Deadline passes.

[End of Part 1]

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

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

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

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Government, be rejected. The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix D).

#### **2.2.1 No Amendment to Forms**

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

### **2.3 Stage II – Evaluation**

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

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

The Government will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of the Government, be disqualified and not evaluated further.

#### **2.3.2 Rated Criteria**

The Government will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

### **2.4 Stage III – Pricing**

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

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

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of the Government, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent selected by way of lowest price.

## **2.6 Notice to Proponent and Execution of Agreement**

Notice of selection by the Government to the selected proponent shall be given in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Government and may be waived by the Government.

## **2.7 Failure to Enter into Agreement**

In addition to all of the Government's other remedies, if a selected proponent fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, the Government may, without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another proponent.

[End of Part 2]

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

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

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

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

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

All proposals must be written in the English language only.

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

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

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

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

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

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

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

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

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

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

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

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



### **3.1.9 Equivalency**

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

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

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

Proponents shall promptly examine all of the documents comprising this RFP, and

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

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

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

This RFP may be amended only by addendum in accordance with this section. If the Government, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. All addenda will be published online at <https://www.gov.bm/procurement-notices>. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), proponents 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 and Clarify**

When evaluating proposals, the Government may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the RFP Particulars

(Appendix D). The response received by the Government shall, if accepted by the Government, form an integral part of the proponent's proposal.

### **3.3 Notification and Debriefing**

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

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

#### **3.3.2 Debriefing**

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

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

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

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

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

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

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

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

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

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

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

### **3.4.4 Prohibited Proponent Communications**

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

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

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

### **3.4.6 No Lobbying**

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

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

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

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

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

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or

- (c) any conduct, situation or circumstance determined by the Government, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

### **3.4.9 No Collusion**

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

## **3.5 Confidential Information**

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

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

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

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

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

## **3.6 Reserved Rights and Limitation of Liability**

### **3.6.1 Reserved Rights of the Government**

The Government reserves the right to

- (a) make public the names of any or all proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;

- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;
- (e) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to the Government;
- (j) cancel this RFP process at any stage;
- (k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (l) accept any proposal in whole or in part; or
- (m) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

### **3.6.2 Limitation of Liability**

By submitting a proposal, each proponent agrees that

- (a) neither the Government nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Government's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

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

These Terms and Conditions of the RFP Process (Part 3)

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Government; 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**

See Annex A - Form of Agreement

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

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

### 2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.



**3. Rates**

The proponent has submitted its rates in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

**4. Addenda**

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

**5. No Prohibited Conduct**

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

**6. Conflict of Interest**

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

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

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

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

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

---



---



---



---

**7. Proposal Irrevocable**

The proponent agrees that its proposal shall be irrevocable for a period of \_\_\_\_\_ days following the Submission Deadline.

**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.

**9. Execution of Agreement**

The proponent agrees that in the event its proposal is selected by the Government, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

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

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

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

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

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

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

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

### 2. Evaluation of Pricing

Pricing is worth 35 points of the total score.

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 proponent does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;
  - (ii) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
  - (iii) Where there is a discrepancy between the individual lump sums and the total amounts derived for the sum of the individual lump sum, the individual lump sum as quoted will govern, and the total amount will be corrected.

### 3. Required Pricing Information

See Annex B - Pricing Form with Year three Optional

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

#### Monthly Cleaning

- **Daily Cleaning Except Weekends and Public Holidays**
  1. Empty all waste paper bins and remove trash from offices and restrooms and replace bin liners daily.
  2. Remove rubbish from from any other items found
  3. Spot Clean, remove dust, dirt and finger marks to office window viewing.
  4. Spot wash fingerprints, marker marks, and any mark from all wall surfaces, doors, frames, desks and glass surfaces.
  5. Clean exterior face of cupboard doors, urns, bench tops and tables.
  6. Clean all safety eye wash stations on the main floor of building
  7. Clean all kitchen areas, sinks, cupboards exteriors, refrigerator surfaces, tiles, back splash, counters, bench-tops. Replace all hand towels, air freshener, and soap as needed.
  8. Clean all toilets, sinks, mirrors, tiles, fixtures, vents, sweep and mop all floors with an approved cleaning solution. Replace all hand towels, toilet paper rolls, air freshener, and soap as needed.
  9. Clean and disinfect all urinals in the men's washrooms daily. Note: all cleaning solutions, solvents shall be environmentally friendly (preferably green)
  10. Clean and disinfect all metal and laminated surfaces in all washrooms daily.
  11. Sweep and mop all floor tiles with an approved cleaning solution.

See Annex C - Appendix D RFP Particulars Deliverables

#### Semi-Annually (every 6 months)

1. The Contractor shall be required to Clean main office window .
2. The Contractor shall be required to strip, clean and reseal all resilient flooring. All finishes shall be applied as to afford a non-slip surface treatment.
3. The Contractor shall be required to scrub all ceramic and quarry tile floors

### B. MATERIAL DISCLOSURES

N/A

### C. MANDATORY SUBMISSION REQUIREMENTS

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

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

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

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

## **3. Other Mandatory Submission Requirements**

### **Submission Form**

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

### **Pricing**

Each quotation must include pricing information that complies with the instructions contained in Pricing

### **Certificate of Conformance**

Each quotation must include a completed Certificate of Confirmation of Non-Collusion.

### **Social, Environmental and Economical**

Each Respondent shall provide the following with its quotation:

- a) Method Statement.
- b) Safety and Health Policy.
- c) MSDS documents for all proposed cleaning products and chemicals

### **Experience & Capacity**

Each respondent should provide the following in its quotation:

1. a brief description of the respondent;
2. a description of its knowledge, skills and experience relevant to the Deliverables; and
3. the roles and responsibilities of the respondent and any of its agents, employees

and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

## **D. MANDATORY TECHNICAL REQUIREMENTS**

**N/A**

**N/A**

## E. PRE-CONDITIONS OF AWARD

[\*\*Disclose any pre-conditions of award that must be met by the selected proponent before the contract can be awarded. For example, it is recommended that proof of insurance be required only of the selected proponent as part of the contract award process, rather than being a mandatory submission requirement required of all proponents. If there are no pre-conditions of award, insert N/A\*\*]

## F. RATED CRITERIA

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

#	Category	Weighting (%)	Threshold
1	Pricing	35	N/A
2	Experience and qualifications	30	N/A
3	Social , Environmental , Economic	20	N/A
4	References	15	N/A
<b>Total Points</b>		100	

### 1. Pricing

See Appendix C - Pricing

### 2. Experience and qualifications

See Annex D - Local Benefits

### 3. Social , Environmental , Economic

The proponent should be able to demonstrate product knowledge and have a Health and Safety policy

### 4. References

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

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

### **Notes for the Proponents**

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

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

If it is later found that the undertakings made below have been breached at any stage of the procurement process, then the proponent 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 proponent and/or any party involved in the matter.

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

### **Confirmation of non-collusion**

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

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

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

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

Signed

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

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

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



**SERVICES AGREEMENT**

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

BY AND BETWEEN:

(1)

**Ministry:** PUBLIC WORKS

**Department:** WORKS AND ENGINEERING

**Address:** GOVERNMENT POST OFFICE BUILDING, 3<sup>rd</sup> Floor,

56 Church Street, Hamilton HM 12

(hereinafter called the "Government") of the one part; and

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

The Government and Supplier are individually referred to as a "party" and collectively as the "parties".

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

**SCHEDULE A**

**STATEMENT OF WORKS**

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

**1 Supplier Name and Contact Information:**

**Supplier:**

**Address:**

**Tel:**

**Mobile no.:**

**Email:**





**5 Expenses, Miscellaneous Charges and Taxes**

5.1 You, or any person engaged by you, are not allowed to incur charges and/or expenses (“Expenses”) associated with the provision of the Services without having received prior written consent from the Government.

5.2 All requested Expense shall be provided to the Government in writing and the decision to pay expenses suffered or incurred in breach of this section shall be at the sole discretion of the Government.

5.3 You shall be responsible to register with the appropriate Government Department and to pay for all taxes associated with the provision of Services, including but not limited to payroll tax or social insurance (“Taxes”) and you consent to the Government deducting due or outstanding Taxes from the Fee on your behalf, at the Government’s option.

5.4 Your tax information:

Payroll Tax No	Social Insurance No.

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

**6 Invoicing Terms**

6.1 You shall provide an invoice for the Services on a monthly basis as set forth herein, with supporting documentation and itemizing the following:

- (a) Your name, invoice date and invoice number;
- (b) Details of Services performed;
- (c) Time and services rendered in hourly (or less than daily) increments with sufficient detail to determine appropriate expenditure of hourly efforts;
- (d) Other supporting documentation (including copies of any invoices or receipts for reimbursable expenditures as provided for herein);
- (e) Mailing address and the person to whom payment is to be sent or the banking institution and full account information for payment by wire transfer (unless such information has previously been provided to the Government); and
- (f) Telephone number, fax number and e-mail address.

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

6.3 Your failure to timely submit a proper invoice as set forth in this section may result in a delay in payment by Government. You agree that the Government is not responsible, nor will it be liable to you or under law or equity for any interest or expenses that you may incur resulting from any delays in payment caused by your failure to comply with the terms of this Agreement.

6.4 Government reserves the right to refuse to pay an invoice in the event that the invoice is presented 6 months after the time when it should have been presented for payment.

**7 Additional Services**



## **GENERAL TERMS AND CONDITIONS**

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

That in this Agreement, words by their context importing the plural shall include the singular and vice versa, references to either gender includes any other gender or a neutral entity.

### **2 Provision of Services**

- 2.1 You agree to perform the services including the use of any equipment, including any mobile devices, (“**Services**”), promptly in accordance with and subject to Schedule A, Appendix 1 and these General Terms and Conditions and the Government agrees to pay you the fee for the Services (“**Fee**”). The Fee is confined to a 5 day work week when there is no unscheduled or urgent work involved.
- 2.2 You agree to abide by any other instructions or information as may be provided by the Government.
- 2.3 **Progress Report:** You shall submit progress reports in connection with the Services including YTD totals for payments received and work completed (“**Report**”) on at least a monthly basis, or as otherwise required and in a form acceptable to the Government. Any decisions and/or actions required of the Government during the upcoming reporting period(s) should be included in the Report.
- 2.4 The Government will notify you of the contact who shall be responsible for reviewing and approving all work produced by you.
- 2.5 If the Services are required to be provided on the Governments’ premises, you shall comply with all policies, procedures, rules or other instructions (“**Rules**”), including Rules for security for information technology (“**IT**”); and Rules for health and safety, as notified and you and will conduct yourself in a professional and safe manner. You shall notify the Government if you become aware of any breaches in IT security or health and safety violations.
- 2.6 You may not subcontract your obligations

under this Agreement without the Government’s prior written consent, which consent may be unreasonably withheld or delayed. All your potential sub-contractors are subject to the Governments prior due diligence and written approval. You are responsible for all acts or omissions of any person engaged by you or on your behalf relating to the Services and for ensuring their compliance with the requirements and obligations of this Agreement.

### **3 Representations and Warranties**

You represent and warrant that:

- 3.1 you and any other person engaged by you, will perform all activities relating to the Services:
  - a) in strict accordance with the standards and timelines as may be set out in Appendix 1, free of defects, errors or faults, in order to meet the needs of the Government;
  - b) using appropriately skilled and experienced personnel; and
  - c) in accordance with applicable law; rules, regulations and policies of the Government.
- 3.2 you are and shall remain responsible for all acts, errors or omissions of any person engaged by you or providing Services on your behalf and for ensuring their compliance with the requirements and obligations of this Agreement;
- 3.3 you and any person engaged by you, are in possession of all qualifications, rights, permits, licenses or authorizations (“**Consents**”) necessary for the provision of Services and you will maintain such Consents at all times while providing the Services;
- 3.4 you shall procure the benefit of any warranties or guarantees in respect of equipment, goods or materials you use or supply to Government and provide copies of such warranties or guarantees;
- 3.5 all payments to Government, including but not limited to, taxes and social insurance, are current. In the event that any



- limited to the Fees paid to you under this Agreement for the month immediately preceding the date the on which the latest Claim(s) first arose.
- 6.5 Nothing in this Agreement shall exclude or limit any liability for wrongful use of confidential information, fraud, willful misconduct or any liability which cannot be lawfully limited or excluded and you shall accordingly maintain in force during the engagement, full and comprehensive insurance coverage.
- 6.6 All Claims against the Government must be commenced in court within one (1) year after the cause of action has accrued or the act, omission or event occurred from which the Claim arises, whichever is earlier, without judicial extension of time, or said Claim is barred, time being of the essence.
- 6.7 **Insurance Coverage:** If required by the Government, you shall, and will cause your approved subcontractors to, at their own cost and expense, obtain and maintain in full force and effect during the term of this Agreement, insurance coverage for the Services in the minimum amounts and on the terms set forth in Schedule A or such other amounts as may be required by Government.
- 6.8 The insurance requirements set forth in this Agreement do not in any way limit the amount or scope of your liability under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage that the Government is willing to accept to help ensure full performance of all terms and conditions of this Agreement.
- 6.9 **Force Majeure:** Neither of the parties shall be liable for failure or delay to perform obligations under this Agreement to the extent that this delay is caused by flood, fire and other event beyond its reasonable control (not caused by its own act or negligent omission) ("*force majeure*") but each party shall use its best efforts to perform its obligations notwithstanding the *force majeure* event.
- 7 Non-Disclosure of Confidential Information**
- 7.1 You must ensure that all confidential information held by you or which you have learned prior to or during the Term is protected against unauthorized access, use (including copying) or disclosure. You acknowledge that the improper use or disclosure of such confidential information could be unlawful.
- 7.2 You shall only use such confidential information as required for providing the Services (and no other purpose).
- 7.3 A breach or anticipated breach of the confidentiality provisions of this Agreement, will cause a Government irreparable harm and you agree that monetary damages alone may not be an adequate remedy and, accordingly, that the Government will, without prejudice to any other rights or remedies that it may have, be entitled, without proof of special damages and without the necessity of giving an undertaking in damages, to seek an injunction or specific performance, at your cost on a full indemnity basis, together with all other remedies as may be available in law or equity.
- 7.4 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 to the Government the equivalent of the Fee paid to you for a 3 month period as liquidated damages, in addition to any attorney's fees and costs of enforcement. You and anyone acting on your behalf shall be jointly and severally liable to the Government under this section.
- 8 Copyright, Intellectual Property, Ownership**
- 8.1 Documents, plans, technical or financial data or other materials and each of their corresponding copyright or other intellectual property in work produced by you in the course of providing the Services to the Government shall belong to Government, which may utilise those deliverables freely (including by adapting, copying, publishing and licensing).
- 8.2 Materials created by you shall be original works created by you and shall:
- a) not include intellectual property owned by or licensed to a third party except for intellectual property which you have the right to use (including



- documents referred to in it supersedes, extinguishes and replaces all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral including whether in invoices, emails or otherwise between the parties relating to the Services and is the complete agreement between the parties.
- 11.5 The parties' respective indemnification, limitation of liability and non-disclosure of confidential information obligations under this Agreement will survive any expiry or termination hereof.
- 11.6 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.
- 11.7 You may not assign or transfer any rights or obligations under this Agreement without the Government's written consent. Government may transfer its rights and obligations under this Agreement.
- 11.8 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 11.9 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 indemnification, limitation of liability, non-disclosure of information and intellectual property shall survive termination of this Agreement.
- 11.10 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.
- 11.11 You consent to the Government processing data relating to you for legal, administrative and management purposes. The Government may make such information available to those who provide services to it (such as advisers and payroll administrators), regulatory authorities and governmental or quasi-governmental organizations including those outside of Bermuda.
- 12 Governance**
- 12.1 You will inform Government promptly of all known or anticipated material problems relevant to the delivery of Services.
- 12.2 You agree to provide the Government (and, if Government requests in writing, its auditors and competent regulatory authorities) with full information on the provision and delivery of the Services in an open and cooperative way and attend meetings with the Government to discuss the Services and this Agreement. The Government may disclose any information relating to this Agreement to a regulator or auditor.
- 13 Electronic Communication**
- Government may communicate with you by email or by teleconference. The internet is not secure and messages sent by email can be intercepted. You shall use your best efforts to keep your security procedures current and all communications by email secure.
- 14 Governing law**
- This Agreement is construed subject to Bermuda law and you and the Government submit to the exclusive jurisdiction of the Bermuda courts in relation to this Agreement.



**APPENDIX 1**  
**Statement of Work**

Service Objective	Service Level Provisions by cleaning services	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 are 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.</p>	<p>Daily Kitchen waste is removed 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 services 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 services where practicable.</p>



**Remove graffiti**

Remove graffiti with an appropriate cleaning chemical/solution

**Spot carpet care**

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

**Clean windows**

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

**Note**

The Supplier will give special attention to Green Cleaning methods.

**ANNEX B - PRICING FORM**

**Required Pricing Information**

**Contract Pricing – Year 1**

Site	Monthly Labour Costs (L)	Monthly Material Costs (M)	Monthly Site Costs (L+M)
Materials Recovery Building	\$	\$	\$
Sub-total Monthly Site Costs			\$

**Required Pricing Information**

**Contract Pricing – Year 2**

Site	Monthly Labour Costs (L)	Monthly Material Costs (M)	Monthly Site Costs (L+M)
Materials Recovery Building	\$	\$	\$
Sub-total Monthly Site Costs			\$

**Required Pricing Information**

**Contract Pricing – Year 3 Optional**

Site	Monthly Labour Costs (L)	Monthly Material Costs (M)	Monthly Site Costs (L+M)
Materials Recovery Building	\$	\$	\$
Sub-total Monthly Site Costs			\$

## **APPENDIX D – RFP PARTICULARS**

### **A. THE DELIVERABLES**

#### **1. General Standards and Expectations**

1.1. The Materials Recovery Buildings shall not be used by the selected proponent for any other purpose than specified or approved by the Department of Public Works. The selected proponent should not knowingly permit any access or use by other persons than those prescribed and permitted by the Department of Public Works.

1.2. The selected proponent shall ensure that The Materials Recovery Buildings are protected against accidental or negligent damage that may be caused through undertaking the works specified herein. In this regard, the selected proponent is advised that biohazardous substances as stipulated in section C.01.01 may be encountered within restrooms located within The Materials Recovery Buildings and may be encountered in the course of executing these works.

1.3. The selected proponent shall be responsible for applying all standard industry precautions and best practice methods to minimize safety and health risks in accordance with Section 6 of this Appendix (Health and Safety).

1.4. The selected proponent shall have free access to the sites for the duration of the works as stipulated in section 2.7 of this Appendix.

1.5. Notwithstanding the above, the Department of Public Works may at times restrict or prohibit the selected proponent access at specific times considered by the Department of Public Works to be necessary or desirable. A minimum of five (5) working days' notice will be given in this instance where feasible. The Department of Public Works shall not bear the cost of any such delay or denial of access; the selected proponent shall be expected to alter their work routine accordingly.

1.6. Public access must not be denied or impeded by contract activity unless previously approved by the Department of Public Works. Should public access be denied, the selected proponent shall post signage, which has been approved by the Materials Recovery Department Management, which notifies the public accordingly.

1.7. Every courtesy and assistance shall be given by the selected proponent's staff to members of the general public using The Materials Recovery Buildings.

1.8. Any damage caused by the selected proponent in carrying out the works of this contract shall be immediately made safe and repaired to the satisfaction of the Department of Public Works at the earliest convenient time, or as directed by the Materials Recovery Department and at the sole cost of the selected proponent.

1.9. The selected proponent shall coordinate with the Department and its forces to achieve arrangements for concurrent work to The Materials Recovery Buildings as required.



## 2. Management of the Works

2.1. The overall management of The Materials Recovery Buildings detailed herein remains the prerogative of the Department. The Department of Public Works reserves the right to prescribe the type and timing of all the work to be undertaken.

2.2. The selected proponent is responsible for planning, supplying, undertaking the specified tasks and monitoring the standard of work produced.

2.3. The selected proponent shall ensure that when work is in progress there is a nominated competent person by the selected proponent to receive instructions from the Materials Recovery Department. The selected proponent's representative shall be responsible for ensuring that works are progressed in accordance with and to the standards specified herein.

2.4. The selected proponent shall provide sufficient supervisory and managerial staff to fully control organize and monitor all the activities undertaken by the selected proponent's employees. The selected proponent shall ensure that female contract workers clean the women's facilities and male contract workers clean the men's facilities at times if/when the premises are occupied. This will be monitored by the Department of Public Works representative for compliance.

2.5. Joint reviews by the Department of Public Works staff representative and the selected proponent shall be made at monthly intervals.

2.6. Each task at any site shall be continuously progressed to completion without undue delay except for natural work breaks, unless programmed otherwise. Allied tasks shall be completed at the same time.

2.7. Work at the Materials Recovery Buildings 4:00 pm and 8:00 pm, Monday through Friday Each proponent shall provide a detailed schedule for the cleaning of these facilities in Section 10 of this Appendix.

2.8. The selected proponent shall provide all the necessary labor for the completion of the works. The selected proponent shall not permit unauthorized or inadequately trained individuals to be employed on any task or operate any machinery or equipment they have not been adequately trained to undertake and use.

2.9. The selected proponent is solely responsible for the good behavior of operatives while they are employed on site. However, the Department of Public Works may recommend the exclusion of staff from the contract for any reasonable cause.

2.10. The selected proponent shall provide signage that informs the public when the facilities will be open following the cleaning work. If alternative facilities are available, they will be noted in the signage. All signage must be approved by the Department of Public Works prior to its use.

2.11. NO SUBCONTRACTING – The resulting Agreement shall ensure to the benefit of and shall be binding on and enforceable by the parties and their respective successors and permitted assigns. Neither party may assign or subcontract any of its rights or

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

### 3. Equipment and Machinery

3.1. The selected proponent is responsible for the selection, purchase and maintenance of all equipment and machinery needed to carry out the work detailed in this specification.

3.2. Work equipment shall be in good working order before commencing work. Any defects shall be remedied before the equipment can be used on this contract. Work equipment shall only be used for the purpose for which it is designed and according to A.02.08.

3.3. All safety features, covers, decals etc. shall be fitted and maintained as per manufacturer's specifications.

3.4. Work equipment may only be stored in places designated by the Department of Public Works. Equipment shall not be left unattended on site without the express permission of the Department of Public Works.

### 4. Disposal

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

### 5. Policy Compliance

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

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

### 6. Health and Safety

6.1. The selected proponent shall adopt working practices in accordance with the Occupational Safety and Health Act 1982, its associated Code of Practice (1997), Regulations (2009) and additional department requirements contained in this Specification.

6.2. The selected proponent shall adopt working practices that safeguard the environment, its workers, Public Works staff and the general public from pollution, noise and other hazards. In this regard the selected proponent shall provide a copy of the firm's Safety & Health Policy and a Method Statement documenting proposed work practices for minimizing work safety & health risks of its workers as well as that of Public Works Staff and / or members of the public.

6.3. The selected proponent will ensure that all employees and sub-contractor(s), where/if permitted, as far as reasonably practical, that members of the public using The Materials Recovery Buildings are not put at risk by the works being undertaken by the selected proponent.

6.4. The selected proponent will ensure that all employees and sub-contractor(s), where/if permitted, operating machinery and equipment shall be issued with and wear the requisite personal protective equipment in accordance with the Occupational Safety & Health Regulations (2009) and its Code of Practice (1997).

6.5. The selected proponent will record every incident, occurrence, dangerous occurrence, and near misses that contravenes these policies and maintain an accident/injury log. All such incidents will be reported to the Department of Public Works within 24 hours but no later than two (2) business days of the incident, occurrence or near miss. The selected proponent shall use the form in Appendix H to report any incidents.

6.6. The selected proponent shall provide all necessary barriers, cones, signage and notices around works where public protection is deemed to be required. It shall be the selected proponent's responsibility that its representatives use such precautions as required. The Public Works' Field Representative will review and approve all signage before use.

6.7. All Government buildings and project worksites are designated as smoke and drug-free. Therefore smoking, alcohol consumption and/or the consumption of any illegal substance is not permitted on these premises.

6.8. The proponent's Method Statement to include, but is not limited to, the following:

6.8.1. Basic cleaning plan

6.8.2. Name of attending staff

6.8.3. Quality control documents (maintenance checklist)

6.8.4. List of all proposed cleaning chemicals

6.8.5. MSDS Upon request

6.8.6. List of proposed cleaning equipment, including applicable cleaning and/or performance standards

6.8.7. Basic safety and risk management plan [including safety precautions, signage, personal protective equipment (PPE)]

6.8.8. Accident / hazard reporting plan

6.8.9. documentation evidencing their vacuum meets or exceeds allergen-free vacuum cleaner filtration and certified to remove not less than 99.97% of all particles down to a minimum diameter size of 0.3 microns.

## 7. Communication and Documentation

7.1. Upon contract award and prior to contract start, the selected proponent shall attend a mandatory Pre-Contract Start meeting attended by The Materials Recovery Management staff. The contract pre-start meeting must cover all anticipated logistical, management and payment matters required for successful execution of the contract. Critical agenda topics that shall be resolved before start of contract include the following:

7.1.1. Identification, duties, regular / emergency contact details and staff backup of the Department and selected proponent Field Representatives;

7.1.2. Review security requirements, key sign-out and related matters;

7.1.3. Review payment processing requirements and standard formatting;

7.1.4. Review of safety & health requirements and method statement;

7.1.5. Site area walkthrough, confirmation of pre-contract conditions, potential hazardous conditions, agreed hazard control actions as well as staff introduction.

7.2. The selected proponent will have an adequate telephone and email facility in an agreed administrative location which will be used in connection with this contract. The selected proponent's representative on site will also have a mobile phone contact during working hours and for after-hour emergency contact use. Proponents shall include such information in their Method Statement.

7.3. The selected proponent shall complete and submit the following documentation and reports on a monthly basis (due by the 5th working day of each month for the previous months work):

7.3.1. Job sheet with work completed each month (Department Field Rep and selected proponent's Field Rep must jointly sign-off).

7.3.2. Defects / Damage reports to structures, equipment, furnishings & fittings etc.

7.3.3. Accident reports for the selected proponent's staff and third party incidents (see Appendix H)

7.4. The selected proponent shall report all incidences of damage to The Materials Recovery Buildings as described in the schedule of works either through vandalism, natural occurrences or wear and tear to the Department of Public Works at the earliest convenience.

#### 8. Publicity and Public Awareness

8.1. The Department of Public Works requires the selected proponent to maintain a high public profile and promote the Department policy of providing a safe, high quality amenity, educational and recreational resource.

8.2. The selected proponent shall have the right to ask staff or members of the public to move or detour so that work can be progressed to completion, but must take into account known use patterns and avoid times of maximum use whenever possible.

#### 9. General Description & Location

Cleaning services are required for the following facility:

9.1. The materials Recovery Building #18 Quarry Road, Hamilton Parish Bermuda