



Ministry of Public Works

Department of Parks

Request for Quotations

For

Mold Remediation Services for the Department of Parks & Judiciary Department

Request for Quotations No.: **2022-001-MPW&MLACR**

Issued: **Wednesday February 02, 2022**

Submission Deadline: **Monday February 14, 2022 03:00:00 PM AST**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	3
1.1 Invitation to Respondents	3
1.2 RFQ Contact	3
1.3 Type of Contract for Deliverables.....	4
1.4 RFQ Timetable	4
1.5 Submission of Quotations.....	5
PART 2 – EVALUATION AND AWARD	7
2.1 Stages of Evaluation.....	7
2.2 Stage I – Mandatory Submission Requirements	7
2.3 Stage II – Evaluation.....	7
2.4 Stage III – Pricing	7
2.5 Selection of Top-Ranked Respondent	7
PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS	9
3.1 General Information and Instructions	9
3.2 Communication after Issuance of RFQ	10
3.3 Notification and Debriefing.....	11
3.4 Conflict of Interest and Prohibited Conduct.....	11
3.5 Confidential Information.....	13
3.6 Procurement Process Non-Binding.....	14
3.7 Governing Law and Interpretation.....	15
APPENDIX A – FORMS OF AGREEMENT	16
APPENDIX B – SUBMISSION FORM	17
APPENDIX C – PRICING	21
APPENDIX D – RFQ PARTICULARS	23
A. THE DELIVERABLES	23
B. MATERIAL DISCLOSURES.....	23
C. MANDATORY SUBMISSION REQUIREMENTS	24
D. MANDATORY TECHNICAL REQUIREMENTS.....	25
F. RATED CRITERIA	25
APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION	28
ANNEX A - PART A: PARKS DEPARTMENT - SUPPLIER AGREEMENT and PART B: JUDICIARY DEPARTMENT - SUPPLIER AGREEMENT	
ANNEX B - PRICING FORM	
ANNEX C - SCOPE OF WORK & TECHNICAL REQUIREMENTS	
ANNEX D - PARKS DEPARTMENT - RECORD MANAGEMENT SERVICES STORAGE REQUIREMENTS	
ANNEX E - PARKS DEPT BBG LIBRARY MOLD REMEDIATION - EXISTING CONDITIONS PHOTOS	
ANNEX F - PARKS DEPT BBG LIBRARY MOLD REMEDIATION - LOCATION & SCOPE OF WORK	

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 **Mold Remediation Services for the Department of Parks & Judiciary Department**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Department of Parks and the Judiciary Department require certified mold remediation of government documents by a suitably qualified firm specializing in secure document handling, cleaning and management services (hereafter referred to as "the Supplier").

The Supreme Court File Cleaning / Parks Department Library book and document cleaning project is a **two (2) part project** being conducted cooperatively by two independent Government departments **under separate Agreements**. The Government **intends to enter into two agreements with only one (1) legal entity**.

1. **Annex A, Part A: Parks Department - Supplier Agreement** involves a significant volume of Parks Department library books and reports which had been left in a deteriorating environment and as such the documents have become contaminated with dampness and mold (see ANNEX E & ANNEX F for further details).
 1. **Annex A, Part B: Judiciary Department - Supplier Agreement** likewise involves a large number of Supreme Court files and other documents in similarly poor condition also requiring remedial cleaning and restoration.
- The successful Respondent will be requested to:
 1. Erect a remediation chamber/facility suitable for the mold remediation of delicate books, papers, files and other miscellaneous documents for use in both Agreements;
 2. Collect, Remediate & Containerize Parks Department Library books and materials with Parks-supplied containers according to the Annex "Record Management Service's Instructions & Guidance Notes" under the Parks - Supplier Agreement;
 3. Remediate Supreme Court files, documents and other materials under the Judiciary - Supplier Agreement; and
 4. Maintain separation and confidentiality of each Department's documents.

1.2 RFQ Contact

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

Mr. Danny Simmons at dsimmons@gov.bm.

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

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

Mr. Danny Simmons at dsimmons@gov.bm.

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

1.3 Type of Contract for Deliverables

The selected Respondent will be requested to enter into **two (2) contracts** for the provision of the Deliverables on the terms and conditions set out in the Forms of Agreement (Appendix A) (the “Agreements”). It is the Government’s intention to enter into **two Agreements with only one (1) legal entity**. The term of the contracts shall be for a period of 10 months in each case, 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 6 months in each case.

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	Wednesday February 02, 2022
Pre-Bid / Site Meeting	Monday February 07, 2022 10:00 AM
Deadline for Questions	Tuesday February 08, 2022
Deadline for Issuing Addenda	Thursday February 10, 2022
Submission Deadline	Monday February 14, 2022 03:00:00 PM
Rectification Period	5 business days
Anticipated Execution of Agreements	Monday February 28, 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

Two Mandatory site visits will be held on the 7th February 2022 at the following locations and times:

(1) The Old Parks HQ Building at the Botanical Gardens, 169 South Road, Paget DV04 at 10:00am; AND

(2) The Old Bishop Spencer School at #5 The Glebe Road, Pembroke HM 15 at 12:00 noon.

Location 1 above will be the initial meeting point then the tour will move to Location 2.

Throughout the site visits, respondents shall adhere to all COVID-19 safety protocols as advised by the Bermuda Department of Health.

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

All Respondents or their official representative(s) are required to attend each site in order to be fully acquainted with existing conditions and limitations.

The Respondents or their official representative must sign in with the RFQ Contact, Mr. Danny Simmons, at the start stating the name of the company they represent, their email address, and phone number. Covid-19 protocol will be enforced.

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.

Respondents are responsible for bringing their own copy of the RFQ documents and for making their own notations during the site visits.

Any modification of the RFQ documents that may become necessary as a result of the site visits will be issued by an Addendum.

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location

Quotations 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.

Submissions shall be placed in a sealed envelope marked 'MOLD REMEDIATION SERVICES – ATTENTION MR. DANNY SIMMONS'

E-mail and facsimile submissions are not accepted. However, copies of your proposal may be sent in MS Word or Adobe PDF format via a USB drive or CD with your hard copy submittal.

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 Monday February 14, 2022 03:00:00 PM. The full legal name and return address of the respondent should be marked on the package as well.

Due to COVID-19 safety requirements public attendance at the tender opening is not permitted.

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 the written Agreements 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 Agreements 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 Agreements 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 Agreements are 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 agreements 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 these Agreements 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 these Agreements. 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 Agreements

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 these Agreements. 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 these written agreements 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 these written agreements, 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 these agreements 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 – FORMS OF AGREEMENT

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

The Government intends to enter into two agreements with only one (1) legal entity.

See Annex A - Part A: Parks Department - Supplier Agreement and Part B: Judiciary Department - Supplier 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 the written agreements 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 30 points of the total score.

Pricing will be scored based 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) (non-construction – goods and services): 5 = lowest bid, 4 = next lowest, etc. until 0 = most expensive

2.2 The Respondent is in a stable financial position

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

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

2.3 The Respondent has no outstanding Government debt

Following financial checks with Social Insurance, the Accountant General's Department's Debt Collection Section, the Bermuda Health Council and the Tax Commissioner, the following scores should be awarded:

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

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

- (a) The Government will examine the responses to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- (b) Arithmetical errors will be rectified on the following basis:

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

3. Required Pricing Information

See Annex B - Pricing Form

APPENDIX D – RFQ PARTICULARS

A. THE DELIVERABLES

mold cleaning facility setup and operation

The Respondent shall set up and operate a mold cleaning facility for government documents at the old Bishop Spencer School, per agreements with the Department of Parks and the Judiciary Department.

See Annex C - Scope of Work & Technical Requirements

collection and transport of Parks Department books and documents to mold cleaning facility

The Respondent shall carefully collect and transport the Parks Department's BG Library books and documents per Annexes 2, 4 & 5 from the Old Parks HQ Building, 169 South Road, Paget DV 04 to the Old Bishop Spencer School facility at #5 The Glebe Road, Hamilton HM 15.

cleaning of Parks Department books and documents

The Respondent shall carefully clean the Parks Department's BG Library books and documents in accordance with Annex "Scope of Work & Technical Requirements".

cleaning Supreme Court files and documents

The Respondent shall carefully clean Judiciary Department's Supreme Court files and documents in accordance with Annex "Scope of Work & Technical Requirements".

storing cleaned Parks Department books and documents in Parks-supplied storage bins per Government's packing & weight requirements

The Respondent shall carefully store cleaned Parks Department books and documents in Parks-supplied storage bins per Annex "Parks Department - Record Management Services Storage Requirements". The Respondent shall certify that the library materials have been cleaned in accordance with Annex "Scope of Work & Technical Requirements" before storing materials in Parks storage bins.

See Annex D - Parks Department - Record Management Services Storage Requirements

B. MATERIAL DISCLOSURES

mold cleaning facility setup and operation

The Respondent shall undertake mold cleaning facility setup and operation in accordance with Annex "Scope of Work & Technical Requirements".

collection and transport of Parks Department books and documents to mold cleaning facility

The Respondent shall carefully locate and collect Parks Department's BG Library books and documents in accordance with Annexes "Parks Dept BBG Library Mold Remediation - Location

& Scope of Work & Existing Photos". Access to the old Parks HQ Building in the Botanical Gardens shall be arranged by the Parks Department contact listed in the Annex "Part A: Parks Department - Supplier Form of Agreement".

See Annex E - Parks Dept BBG Library Mold Remediation - Existing Conditions Photos

cleaning of Parks Department books and documents

The Respondent shall transport Parks Department's BG Library books and documents to the old Bishop Spencer School facility for cleaning in accordance with the Annex "Scope of Work & Technical Requirements". The Respondent shall arrange the cleaning operation to ensure adequate space for stockpiling Parks Department BG Library materials.

See Annex F - Parks Dept BBG Library Mold Remediation - Location & Scope of Work

cleaning Supreme Court files and documents

Access to the old Bishop Spencer School facility shall be arranged by the Judiciary Department contact listed in the Annex A "Part B: Judiciary Department - Supplier Form of Agreement".

storing cleaned Parks Department books and documents in Parks-supplied storage bins per Government's packing & weight requirements

Collection of Parks-supplied storage bins shall be arranged by the Parks Department contact listed in the Annex A "Part A: Parks Department - Supplier Form of Agreement". Collection of storage bins shall be between 9 - 4pm, Monday to Friday from the current Parks Department Headquarters located on the Ground Floor of Global House, 43 Church Street, Hamilton HM 12.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Pricing (Appendix C)

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

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

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

4. Company Certificate of Incorporation

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

5. Other Mandatory Submission Requirements

Respondents are to submit written proof of qualification, experience and / or ability of the firm to provide services as a Mold Remediation contractor/cleaner.

D. MANDATORY TECHNICAL REQUIREMENTS

BWC Scope of Work & Technical Requirements

The Respondent must comply with Bermuda Water Consultants Ltd. (BWC)'s technical requirements as outlined in the Annex "Scope of Work & Technical Requirements".

RMS Storage Requirements

The Respondent must comply with the Government Record Management Services (RMS)'s storage content and weight requirements as outlined in the Annex "Parks Department - Record Management Services Storage Requirements".

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.

Proof of Insurance

The Respondent must carry valid all-risk insurance appropriately valued to cover the nature of the service provided.

Confirmation of Compliance with relevant Government Authorities (including Office of the Tax Commission, Social Insurance, Public Works)

The Top-ranked Respondent is subject to Financial review by relevant Government Authorities to determine financial standing & where necessary establish arrears payment plans prior to Contract Award.

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	30	N/A
2	Qualification as Mold Remediation Specialist	30	N/A
3	Health Department Certification	15	N/A

4	Insurance Coverage	15	N/A
5	Social, Economic, Environmental	10	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Qualification as Mold Remediation Specialist

Respondents are to submit written proof of qualification, experience and / or ability of the firm to provide services as a Mold Remediation contractor/cleaner.

Each Respondent should provide the following in its submission:

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

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

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

3. Health Department Certification

Respondents are to submit written confirmation of approval by the Bermuda Department of Environmental Health to provide services as a Mold Remediation contractor/cleaner.

4. Insurance Coverage

Respondents are to submit written confirmation of all-risk insurance coverage as indicated in the Forms of Agreement.

5. Social, Economic, Environmental

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

- Number of Bermudians employed by the Respondent;
- Engagement of Bermudian employee (%) during the project;
- Safety and health record of the Respondent for the three immediately preceding years of reporting
- Environmental considerations and policy (each Respondent to provide a copy)

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 _____