



Request for Proposals
For
Occupational Health Surveillance Program

Request for Proposals No.: 10/31/01

Issued: January 25th, 2019

Submission Deadline: February 15th, 2019, 15:00 AST

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	3
1.1 Invitation to Proponents	3
1.2 RFP Contact.....	4
1.3 Type of Contract for Deliverables	4
1.4 RFP Timetable.....	5
1.5 Submission of Proposals	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 Proponent	7
2.6 Notice to Proponent and Execution of Agreement	8
2.7 Failure to Enter into Agreement	8
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS	9
3.1 General Information and Instructions	9
3.2 Communication after Issuance of RFP	10
3.3 Notification and Debriefing.....	11
3.4 Conflict of Interest and Prohibited Conduct.....	11
3.5 Confidential Information.....	13
3.6 Reserved Rights and Limitation of Liability	13
3.7 Governing Law and Interpretation.....	14
APPENDIX A – FORM OF AGREEMENT	16
APPENDIX B – SUBMISSION FORM	17
APPENDIX C – PRICING	20
APPENDIX D – RFP PARTICULARS	22
A. THE DELIVERABLES	22
B. MATERIAL DISCLOSURES.....	23
C. MANDATORY SUBMISSION REQUIREMENTS	23
D. MANDATORY TECHNICAL REQUIREMENTS.....	23
E. PRE-CONDITIONS OF AWARD	23
F. RATED CRITERIA	24
APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION	25

Annex A – Sample Form of Agreement

Annex B – Health Surveillance Record Form

Annex C – CHEST Radiograph Classification Form

Annex D – Local Benefit

Annex E – Relevant Projects and References

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 an Occupational Health Surveillance Program, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

Our intention in this RFP is to choose a licensed medical provider to initially deliver medical surveillance for Twenty (20) Ministry of Public Works (MPW) employees. We also request for the suitable medical provider to enter into agreement to render such services for a period of 36 months, for as and when the service is required. Tenders are invited from Experienced Licensed Physicians or Medical Groups for the above captioned project. In addition, prospective proponents must have contacts or links to a Board Certified Occupational Health Physician. The purpose of this work is to detect medical conditions that would place the employees at an increased risk of asbestos exposure-related disease.

1. Routine examination which includes:

(i) Medical and work histories with special emphasis directed to symptoms of the respiratory system, cardiovascular system, and digestive tract.

(ii) Completion of the Occupational Health Surveillance Form for respiratory disease contained in Annex ‘B’

(iii) A physical examination including a chest roentgenogram and pulmonary function test that includes measurement of the employee’s forced vital capacity (FVC) and forced expiratory volume at one second (FEV(1)), and (FEV(1)) to (FVC) ratio. A permanent record of flow curves must be maintained in the worker’s medical records. The tests must be conducted by a certified technician and the results interpreted by a physician.

(iv) A Chest X-ray (CXR) may be ordered where clinically indicated. CXR Requirements: A 14 x 17-inch posterior/anterior view chest X-ray, with lateral or oblique views. The CXR should be taken by a certified radiology technician and interpreted by a board-certified or board-eligible radiologist. Chest X-rays should not be repeated more than once a year, unless otherwise determined by the examining physician. The International Labour Office (ILO) standard for describing and recording radiographic abnormalities shall be used (See Annex ‘C’).

2. Written opinion from examining physician to the MPW containing:

(i) The results of the medical examination.

(ii) The physician’s opinion as to whether the employee has any detected medical conditions that would place the employee at an increased risk of exposure-related disease.

(iii) Any recommended limitations on the employee or the use of personal protective equipment.

(iv) A statement that the employee has been informed by the physician of the results of the medical examination and any medical conditions related to asbestos exposure that require further explanation or treatment.

(v) This written opinion must not reveal specific findings or diagnoses unrelated to exposure to asbestos, and a copy of the opinion must be provided to the affected employee.

Note: The physician supervising the health surveillance is responsible for keeping and managing the health surveillance files. In addition, ensuring the files are kept in a form easily transferrable to the Ministry of Public Works or other party, if necessary.

3. Time Period

The baseline medicals and written medical opinions for the initial twenty (20) Ministry of Public Works employees are required to be completed by May 31st, 2019, assuming acceptance within 30 days of the closing of the bid.

4. Qualification of Bidders

Bidders are required to be a licenced physician or Medical Group with a minimum of 5 years of experience in providing general medical practice services in Bermuda. In addition, proven experience where similar medical surveillance services have been provided. Bidders shall submit with their completed tender all appropriate documentation in order to demonstrate the necessary experience and expertise. This shall include descriptions of relevant and similar past projects with resumes of key personnel to be assigned to the project. In addition, the Bidder shall submit an outline of the average medical tests/procedures they may routinely propose in the course of surveillance with a clearly outlined indication as to the facilities and other specialized labs they have access to for surveillance requirements.

1.2 RFP Contact

All communication must be in writing and for the purposes of this procurement process, the “RFP Contact” will be: Mr. Derrick W. Simmons, Safety and Health Officer at Email dwsimmons@gov.bm. Please indicate in the subject Line “Enquiry RFP Occupational Health Surveillance Program” and in the body of the email reference the section of the RFP in question.

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

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

1.3 Type of Contract for Deliverables

The selected proponent will be 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 36 months, 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 24 months if required.

1.4 RFP Timetable

Issue Date of RFP	25 th January 2019
Deadline for Questions	1 st February 2019 3:00 PM
Deadline for Issuing Addenda	6 th February 2019 3:00 PM
Submission Deadline	15 th February 2018 3:00 PM
Irrevocability Period	60 calendar days
Anticipated Execution of Agreement	30 days after submission deadline

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

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted at:

TENDER BOX
Ministry of Public Works
3rd Floor, General Post Office Building
56 Church Street
Hamilton, Bermuda
Attention: Mr. Derrick W. Simmons

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 three (3) original signed hard copies of their proposal in a sealed package. Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent.

1.5.4 Amendment of Proposals

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

1.5.5 Withdrawal of Proposals

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 60 calendar 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 references and may also consider the proponent's past performance or conduct on previous contracts with the Government or other institutions.

3.1.5 Information in RFP Only an Estimate

The Government and its advisers make no representation, warranty or guarantee as to the accuracy of the information 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-notice>. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), proponents 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

The Sample Form of Agreement provided is for Information Only.

The attached is a Sample Form of Agreement, with the scop of works to be finalized and attahched prior to signing.

See Annex A – Sample 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:	
Full Legal Name of Proponent:	
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 60 calendar 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 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 **50 points** of the total score.

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

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

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

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

3. Required Pricing Information

#	ITEM	TYPE	FEE PER ITEM/UNIT (\$)
1.	Consultation	General Medical consultation	
2.	Occupational Medical Surveillance: - Physical examination, Chest Roentgenogram and Lung Function Test	Base line Medical examination	
		Periodic Medical examination	
3.	Occupational Medical Surveillance: - Chest X-ray where clinically indicated	Base line Medical examination	
		Periodic Medical examination	

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

- .1 Our intention in this RFP is to choose a licensed medical provider to initially deliver medical surveillance for Twenty (20) Ministry of Public Works (MPW) employees. We also request for the suitable medical provider to enter into agreement to render such services for a period of 36 months, for as and when the service is required. Tenders are invited from Experienced Licensed Physicians or Medical Groups for the above captioned project. In addition, prospective proponents must have contacts or links to a Board Certified Occupational Health Physician. The purpose of this work is to detect medical conditions that would place the employees at an increased risk of asbestos exposure-related disease.
- .2 Routine examination which includes:
 - (i) Medical and work histories with special emphasis directed to symptoms of the respiratory system, cardiovascular system, and digestive tract.
 - (ii) Completion of the Occupational Health Surveillance Form for respiratory disease contained in Annex 'B'.
 - (iii) A physical examination including a chest roentgenogram and pulmonary function test that includes measurement of the employee's forced vital capacity (FVC) and forced expiratory volume at one second (FEV(1)), and (FEV(1)) to (FVC) ratio. A permanent record of flow curves must be maintained in the worker's medical records. The tests must be conducted by a certified technician and the results interpreted by a physician.
 - (iv) A Chest X-ray (CXR) may be ordered where clinically indicated. CXR Requirements: A 14 x 17-inch posterior/anterior view chest X-ray, with lateral or oblique views. The CXR should be taken by a certified radiology technician and interpreted by a board-certified or board-eligible radiologist. Chest X-rays should not be repeated more than once a year, unless otherwise determined by the examining physician. The International Labour Office (ILO) standard for describing and recording radiographic abnormalities shall be used (See Annex 'C').
- .3 Written opinion from examining physician to the MPW containing:
 - (i) The results of the medical examination.
 - (ii) The physician's opinion as to whether the employee has any detected medical conditions that would place the employee at an increased risk of exposure-related disease.
 - (iii) Any recommended limitations on the employee or the use of personal protective equipment.
 - (iv) A statement that the employee has been informed by the physician of the results of the medical examination and any medical conditions related to asbestos exposure that require further explanation or treatment.

(v) This written opinion must not reveal specific findings or diagnoses unrelated to exposure to asbestos, and a copy of the opinion must be provided to the affected employee.

Note: The physician supervising the health surveillance is responsible for keeping and managing the health surveillance files. In addition, ensuring the files are kept in a form easily transferrable to the Ministry of Public Works or other party, if necessary.

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

a) Proof of Bidder qualifications in (5 pages or less)

Bidders are required to be a licenced physician or Medical Group with a minimum of 5 years of experience in providing general medical practice services in Bermuda. In addition, proven experience where similar medical surveillance services have been provided.

Bidders shall submit with their completed tender all appropriate documentation in order to demonstrate the necessary experience and expertise. This shall include descriptions of relevant and similar past projects with resumes of key personnel to be assigned to the project.

In addition, the Bidder shall submit an outline of the average medical tests/procedures they may routinely propose in the course of surveillance with a clearly outlined indications as to the facilities and other specialized labs they have access to for surveillance requirements.

D. MANDATORY TECHNICAL REQUIREMENTS

Bidders shall be Bermuda Registered Medical Physicians.

E. PRE-CONDITIONS OF AWARD

Successful bidder will be required to show proof of insurance.

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.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Experience and Qualifications	20 points	N/A
ii. Relevance of completed projects and references	20 points	N/A
iii. Demonstrated Understanding of the project	10 points	N/A
Pricing (See Appendix C for details)	50 points	N/A
Total Points	100 points	N/A

i. Experience and Qualifications

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of its knowledge, skills and experience relevant to the Deliverables; and
- (c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

ii. Relevance of completed projects and references

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

iii. Demonstrated Understanding of the Project

The proposal will be evaluated on the following:

- (a) Proponent thoroughness of proposal and ability to meet requirements
- (b) Ability to meet deadlines
- (c) Well-articulated and comprehensive description of offer

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Proponent

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

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

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

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

Confirmation of non-collusion

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

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

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

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

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

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

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____