



**Ministry of Education**  
**Department of Education**

**Request for Quotations**  
**For**  
**Communication Consultant for Bermuda Public School System**

Request for Quotations No.: **DOE/RFQ#003/2019**

Issued: **Tuesday, April 02, 2019**

Submission Deadline: **Monday, April 22, 2019 04:00:00 PM AST**

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

## **1.1 Invitation to Respondents**

This Request for Quotations (the “RFQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to submit non-binding quotations for **Communication Consultant for Bermuda Public School System**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Department of Education is seeking a suitable organization or individual who is able to provide reliable strategic communication services that are aligned with international best practices and who will ensure that all stakeholders and our community at large are informed and kept abreast of the progress with Plan 2022 and the work that is being carried out at the Department of Education and in our schools. The services will include, but are not limited to Communication Design and Delivery, Data Collection and Report Findings.

## **1.2 RFQ Contact**

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

Mrs. Kalmar Richards, Acting Commissioner of Education krichards@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.

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

Mrs. Kalmar Richards, Acting Commissioner of Education krichards@gov.bm

prior to the Submission Deadline noted in the RFQ Timetable below.

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

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

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

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

Issue Date of RFQ	Tuesday, April 02, 2019
No Pre-Bid / Site Meeting	
Deadline for Questions	Monday, April 08, 2019 4:00 PM
Deadline for Issuing Addenda	Monday, April 15, 2019 4:00 PM
Submission Deadline	Monday, April 22, 2019 04:00:00 PM
Anticipated Execution of Agreement	Monday, July 01, 2019

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.

## 1.5 Submission of Quotations

### 1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted to:

Electronic mail (E-Mail) submissions are accepted at [krichards@gov.bm](mailto:krichards@gov.bm). In the subject line of the email, please state the RFQ title. The electronic copy (E-copy) of the respondent's proposal must be in MS Word or Adobe PDF format. Note: If documents are larger than ten (10) MB please send them within a zip file.

### 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. 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, April 22, 2019 04:00:00 PM. The full legal name and return address of the respondent should be marked on the package as well.

### 1.5.4 Amendment of Quotations

Respondents may amend their quotations prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFQ title and number and the full

legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the quotation the amendment is intended to amend or replace.

#### **1.5.5 Withdrawal of Quotations**

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

[End of Part 1]

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

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

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

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are listed 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 price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

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

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

[End of Part 2]

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

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

#### **3.1.1 Respondents to Follow Instructions**

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

#### **3.1.2 Quotations in English**

All quotations must be written in the English language only.

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

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

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

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

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

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

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

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

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

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



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

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

### **3.1.9 Equivalency**

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

## **3.2 Communication after Issuance of RFQ**

### **3.2.1 Respondents to Review RFQ**

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

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

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

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

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

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **3.2.4 Verify, Clarify and Supplement**

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

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Respondents**

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

### **3.3.2 Debriefing**

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

### **3.3.3 Procurement Protest Procedure**

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

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

### **3.4.1 Conflict of Interest**

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

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the

- RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

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

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

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

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

### **3.4.4 Prohibited Respondent Communications**

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

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

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

### **3.4.6 No Lobbying**

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

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

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents 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 quotations 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 RFQ.

### **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 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. 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.

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 No Process Contract**

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

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

#### **3.6.2 No Contract until Execution of Written Agreement**

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

#### **3.6.3 Non-Binding Price Estimates**

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

#### **3.6.4 Cancellation**

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

- where no qualitatively or financially worthwhile offer has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or force majeure render normal implementation of the project impossible;

- all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or
- where irregularities require cancellation in the interest of fairness.

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

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

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

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

[End of Part 3]

## **APPENDIX A – FORM OF AGREEMENT**

The terms and conditions found in the sample Form of Agreement (Appendix A) of this RFP is intended to provide advance notice of some of the key contractual provisions that would be contained in the form of contract.

See Annex A - Sample Form of Agreement

## APPENDIX B – SUBMISSION FORM

### 1. Respondent Information

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.	
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:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

### 2. Acknowledgment of Non-Binding Procurement Process

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



Government and the respondent unless and until the Government and the respondent execute a written agreement for the Deliverables.

### **3. Ability to Provide Deliverables**

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

### **4. Non-Binding Pricing**

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

### **5. Addenda**

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

### **6. No Prohibited Conduct**

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

### **7. Conflict of Interest**

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

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

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

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

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

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**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.

## 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 except for **[\*\*insert appropriate tax(es)\*\*]**, 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.

Unless stated otherwise in the RFP documents, the Agreement shall be for the whole works as detailed in these documents and based on the completed pricing information, as submitted by the proponent.

The proponent shall fill in separate prices for all items of works described in the Price Breakdown. Items against which no price is entered by the proponent will not be paid for by the Government when executed and shall be deemed covered by the other lump sum prices in the Price Breakdown.

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:

Lowest Price divide by Proponent's Price times weighting = 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 respondent does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail;

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

### **3. Required Pricing Information**

See Annex B - Annex B - Pricing Form

## **APPENDIX D – RFQ PARTICULARS**

### **A. THE DELIVERABLES**

#### **I Develop, implement and evaluate a communications plan**

- Engage key stakeholder groups and create a communications plan for the Department of Education which captures the deliverables of the RFQ.

#### **II Create a system for the regular collection of qualitative and quantitative data about information interests and needs of the community as it relates to communication about education issues and matters**

- Set up an electronic data collection system for qualitative and quantitative data
- Develop guidelines and procedures for data collection and storage

#### **III. Use various social media to communicate key messages and information to key stakeholder groups**

- Identify various ways in which the Department of Education can connect and communicate directly with key stakeholder groups
- Employ various social media on an ongoing basis to communicate with stakeholder groups

#### **IV Create public awareness videos and podcasts**

- Conduct research and create public awareness messages for key stakeholder groups.

#### **V. Organize information for and prepare existing internal and external weekly newsletters**

- Prepare weekly newsletters for dissemination to internal and external stakeholders

#### **VI Provide advice to schools for their internal and external communication strategies**

- In collaboration with the Department of Communications provide advice to schools, Department managers, officers and staff regarding effective internal and external communication strategies.

#### **VII. Provide expertise and advice to senior leaders and managers about communication strategies**

- Set up a protocol and procedure for sharing communication strategies with senior leaders that they can use with those they supervise.

#### **VIII Develop relationships with the local media and prepare positive stories about schools for the print, television and electronic media**

- Develop a public relations campaign linking the various elements of the marketing plan; enlisting persons to tell stories about public school education, and unearth new and interesting stories from across all public schools.

#### **IX Create communication strategies to showcase student achievement**

- Create communication strategies that will show case student, teacher, principals, and staff achievements in public education.

#### **X Develop a relationship with the Department of Communications and liaise with their representatives to collaboratively prepare media content**

- Liaise with the Department of Communication representative when to prepare media statements.

#### **XI Create marketing materials**

- Research and develop various types of marketing materials.

#### **XII Establish a system for collecting and analysing ongoing feedback about the communication strategies employed and information shared**

- Set up a data collection system and protocol for securing feedback from stakeholder groups in relation to communication strategies.

#### **XIII. Create and maintain an organized data base of pictures, written information, videos and podcasts**

- Set up an electronic data base of pictures, printed documents, videos, podcasts and newsletters.

### **B. MATERIAL DISCLOSURES**

N/A

### **C. MANDATORY SUBMISSION REQUIREMENTS**

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

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

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

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

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

##### **1. Certificate of Confirmation of Non-Collusion**

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

## **2. Personnel Qualifications and Projects**

Each proposal must include a completed copy of the Project Personnel Qualifications and References form.

## **3. Company Certificate of Incorporation**

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

## **4. References**

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

## **5. Local Benefits**

Each Proposal must include the completed Local Benefit Form.

See Annex C - Local Benefits Form

See Annex C - Annex C- Local Benefits

## **6. Financial Checks**

Prior to awarding a contract to the selected bidder(s), the contracting department will perform financial checks to confirm whether the bidder has any outstanding payments owed 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 bidder is a proper legal entity that is in good standing.

## **7. Certificate of Police Clearance**

Prior to awarding a contract the selected bidder(s) will be required to submit a current Certificate of Police Clearance which may be subject to further vetting.

## **D. MANDATORY TECHNICAL REQUIREMENTS**

### **Consulting Expertise**

To be considered, the respondent must be have expertise in strategic communication services that are aligned with international best practices. The services must include, but are not limited to communication design and delivery, data collection and report findings. The respondent should be able to demonstrate that its communications strategies have been successfully implemented for client organizations.

## **Required Experience and Qualifications**

- professional expertise in undertaking communication assignments for the Public Sector
- 10 years experience in strategic communication;
- Excellent communication and interpersonal skills;
- Excellent report generation skills;
- Proficiency in computer applications;
- Experience working in Bermuda, another island or with a Government

## **Performance Criteria**

The following performance criteria will be used to assess the performance of the Communications Consultant at regular intervals. The quality, frequency and timeliness of information provided to the Government relating to the communication deliverables. Additionally The Department of Education will monitor the following objectives:

- a. Improve and increase the frequency of communication with a diverse community of internal and external stakeholders
- b. Foster and maintain productive and positive relationships with employees, students, parents / guardians and the broader community
- c. Establish vertical and horizontal two-way communication processes, for internal and external stakeholders, which will create opportunities for stakeholders to provide input and responses
- d. Stimulate a better understanding of Plan 2022 and the operations and achievements of the Department of Education and schools
- e. Provide open, honest, accurate and timely communication which is in compliance with legal, regulatory, fiscal and ethical requirements
- f. Use a myriad of research based, current best practice communication strategies that are responsive to internal and external stakeholder perceptions, interests, and need for information

## **Safety and Health**

1. All work must be carried out in strict accordance with the Bermuda Occupational Safety and Health Act 1982 and the Occupational Safety and Health Regulations of 2009, and any subsequent amendment.
2. Alcohol, Smoke and Drug-Free Policy: All Government buildings and work sites are designated as alcohol, smoke and drug-free.

**N/A**



N/A

## **E. PRE-CONDITIONS OF AWARD**

### **1. Proof of Insurance coverage**

The successful proponent shall furnish the Government with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies as may be expected. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) calendar days written notice has been received by the Government. (Endorsements to the Policy that name the Government as an Additional insured and establishment of cancellation notice are required). Certificates should be submitted within 10 calendar days after award of contract and before any work begins at the site.

The successful respondent(s) will be required to show proof of insurance of the following types and amount of insurance:

Workmen's Compensation/Employer's Liability in the minimum amount of \$1 million BMD per occurrence and in the annual aggregate; and

Public Liability insurance (inclusive of products liability) to a minimum amount of \$500,000 BMD per occurrence and in the annual aggregate.

The successful respondent(s) will be required to provide evidence of full compliance with the Bermuda Health Insurance Law and the Pensions Law.

The successful respondent (s) and /or subcontractors must provide evidence of comprehensive motor insurance to a minimum amount of \$1M in the annual aggregate.

## **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.

Respondents who are short listed may be invited to present oral presentations for the purpose of introducing key members of the project team and allowing the Government to fully understand the prospective Proponent's ability to meet the evaluation criteria and deliverables. Oral presentations will not be scored separately. Instead, the Government may modify scores and resulting rankings based on the oral presentation of those prospective proponents.

<b>#</b>	<b>Category</b>	<b>Weighting (%)</b>	<b>Threshold</b>
1	Pricing	30	N/A
2	Experience and Capability	50	N/A
3	Local Benefits	20	N/A
<b>Total Points</b>		100	

### **1. Pricing**

See Appendix C - Pricing

## **2. Experience and Capability**

Each respondent should provide the following in its proposal:

1. a brief description of the respondent;
2. a description of its knowledge, skills and experience relevant to the Deliverables; and

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

1. Are sufficient people with the requisite skills assigned to the project?
2. Does the project team understand the Government's needs?
3. Does the proponent have the support capability required?
4. Can the proponent lead, facilitate, and coordinate project planning and execution?
5. Do the persons who will be working on the project have the necessary skills?

## **3. Local Benefits**

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

- Engagement of Bermudian employee (%) during the project ;
- Use of local businesses in the proponent's supply chain;
- Use of local sub-contractors (if applicable);
- Safety and health record of the proponent for the three immediately preceding years of reporting
- Environmental considerations and policy (each proponent to provide a copy)

# APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

## Notes for the Respondent

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

All Respondents must complete and sign a Certificate of Confirmation of Non-Collusion. Any 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 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 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 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 proposal to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this procurement.

Signed

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

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

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