# **TOBAGO HOUSE OF ASSEMBLY**

#### **DIVISION OF SPORT AND YOUTH AFFAIRS**

# DSYA 2020-00011 INVITATION TO TENDER FOR DESIGN BRIEF FOR YOUTH AFFAIRS HEAD OFFICE

Site Visit 10<sup>th</sup> September, 2020

Closing Date 16<sup>th</sup> September, 2020

DSYA 2020-00011

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### 1. BACKGROUND INFORMATION:

Construction of a Head Office for the Department of Youth Affairs (DYA) has been a longstanding goal of the Division of Education Youth Affairs and Sport, and then subsequently the Division of Sport and Youth Affairs (DSYA). The facility will serve as an Administrative Centre for both Governmental and Non-Governmental Youth bodies, namely the DYA and the Tobago Youth Council respectively; additionally, the CARICOM Youth Ambassador's office will be located there as well.

### 2. <u>ELIGIBILITY</u>

- (a) This tender is open to Tenderers situated in the jurisdiction of Tobago only.
- (b) Tenderers with common directors or shareholders bidding shall be disqualified.
- (c) A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in public procurement:
  - i. the bidder has the legal capacity to enter into a contract;
  - ii. the bidder is not:
    - 1. insolvent;
    - 2. in receivership;
    - 3. bankrupt; or
    - 4. being wound up
  - iii. the bidder's business activities have not been suspended;
  - iv. the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
  - v. The bidder has fulfilled his or her obligations to pay taxes and national Insurance Contributions.
  - vi. The Directors and or Principal Officers have not been convicted for any criminal offences.

### 3. Scope of Works

The Contractor/ Consultant scope of works for this tender is clearly stated below. (Please refer to Schedule 1)

#### Overview

The Division of Sport and Youth Affairs in in the process of constructing a Head Office for the Department of Youth Affairs. This Head Office will also serve to accommodate various bodies of the Department of Youth, namely the Tobago Youth Council and the CARICOM Youth Ambassador Office.

#### **Roles and responsibilities**

The Contractor/ Consultant shall supply all materials, equipment, labour and supervision for the successful completion of the works. All works shall be carried out in accordance with recognised engineering standards and codes.

The contractor/ Consultant shall provide the necessary PPE for workmen on the site and should be worn at all times, whilst on site and engaged in work activities

The contractor shall be responsible for the disposal of all rubbish to the suitable garbage disposal site.

### **Description**

Works consist of the following:

#### 1. Design Brief for Youth Affairs Head Office

### 4. **DURATION**

The Firm must be able to commit and undertake the works within a Two (2) months period from the date of permission being granted by the Division to commence works.

### 5. FORMAT OF TENDERS

- (a) Tenders shall comprise the (2) Two-Envelope System, this means one (1) envelope will contain the TECHNICAL PROPOSAL and one (1) envelope will Contain the FINANCIAL PROPOSAL.
- (b) Alterations or erasures on any tender shall be initialed by the bidder or, in the case of a company, partnership or firm, by a duly authorized officer or employee of such company, partnership or firm.

### 6. TENDER SUBMISSION INSTRUCTIONS

WP	Addressed to:	Submission location	Site Visit	Closing	Copies
				date	
	[Name of	Tender box (Box	10/9/2020 at	16/9/2020	one (1) original
	Tenderer]	Opening dimensions are approx.14" long x	10:30 a.m. at	At 1:30 p.m.	and four (4)
	DSYA 2020 –	<sup>3</sup> / <sub>4</sub> " wide) located on	Shaw Park		copies
Ь	00011 The	the Ground Floor of the Division's Main	Administrative		
WP	Administrator,	Office Building at	Complex		
	Division of Sport	Janis Solomon Building			
	and Youth Affairs	Scarborough Tobago.			

Tenderers **MUST** submit one (1) original and four (4) copies of their bids in the minimum number of envelopes possible. Therefore the Division does not expect to see five (5) separate envelopes from any one (1) tenderer, if five envelopes are not necessary. The original bid must be labelled **"ORIGINAL"**. Envelope must be properly sealed with the Tenderer's returning address and contact number at the back of the envelope.

### 7. <u>TENDER OPENING</u>

Tenders shall be opened at the respective Division's Main Office Building, as stated above shortly after the closing date and time. All tenderers are invited to be present for the opening. According to the Ministry of Health Covid 19 Guidelines, Contractors are asked to wear face mask upon entering the Building. There shall be no congregating of persons in the building when Tender Documents are deposited in the Tender Box. Contractors are also asked to practice social distancing (6' apart) when witnessing the opening of the Tenders.

### 8. DOCUMENTATION TO BE SUBMITTED

Bidders are required to submit the following documents pursuant to this Tender. Each submission must be bind and sectionized accordingly and tabbed. Failure to do so may result in automatic rejection.

(a) Cover page as prescribed in **Schedule 111.** 

(b) Certificate of Incorporation and Notice of Directors.

- (c) Evidence of domicile or operational in Tobago for at least one year Utility Bill (must be <u>at least one year prior</u> to the date of this tender), Notice of Registered Address.
- (d) Valid VAT, NIS and BIR <u>CLEARANCE</u> Certificates (Not registration Certificates)
- (e) Evidence of Past experience of the Tenderer in the form of <u>two (2) previous and or</u> <u>current signed contracts/letters of award</u> in works of a similar nature to that proposed in this tender. Sample of design Drawings from previous projects/works of such nature. Any contracts submitted from a private company must be annexed to a sworn statutory declaration in a format as prescribed by Schedule IV (a) and or (b). The statutory declaration must be sworn by the <u>client and not the Tenderer</u>.
- (f) Two (2) letters of reference in the prescribed form hereto annexed as Schedule V. The References must come from the same clients as those from whom the Bidder supplied contracts for above. The client, project lead and contact numbers for the persons shall suffice, pending reference letters.
- (g) Statement from a <u>recognized financial institution</u> demonstrating the ability to finance the project to at least 40% of the cost proposed in the tender. Letter must give a range, e.g. high four digits, low five digits etc.
- (h) Method Statement- This a detailed description of how the work will be carried out safely. It describes in a logical sequence how the job will be performed.
- (i) Work Schedule- A detailed schedule of works is required
- (j) Key Personnel to include :
  - a. The names, role and responsibilities of the key personnel proposed to undertake the works.
  - b. Key personnel should be suitable qualified and possess the relevant qualifications and experience to cover the various elements of the works.
  - c. A Project Lead **MUST** be identified who shall be in control of the project. These persons must be made available for the duration of the project.
  - d. Attach CVs of key personnel.

#### (k) Submission of a conceptual preliminary design of proposal.

(1) **Price Proposal.** This shall be contained in the Bill of Quantities.

Please note that the Contractor/ Consultant along with his Lead person will be required to meet once per week at the DSYA office. This meeting will require weekly projections, discussions or any relating issues, documents for approval and any other information needed by the Project Manager as it relates to the project.

# 9. <u>SITE VISIT</u>

Division	Location	Date and Time
Sport and Youth	Shaw Park, Tobago	10/9/2020 @10:30
Affairs		<i>A.m.</i>

# 10. EVALUATION CRITERIA

#### Step 1 - Mandatory criteria

- 1. Tenderers must have the legal capacity to enter into a procurement contract.
- 2. Tenderers MUST have complied with all local Tax laws as at the date of submission.
- Tenderers MUST be domiciled and or operational in Tobago for at least one (1) year. The burden is on the Tenderer to prove same.

#### Step 2 - Selection criteria – Firm's capability and capacity

Ser	Criteria	Score	Evidence
1	Vat Clearance	Pass/Fail	Section 8 (d)
2	BIR Clearance	Pass/Fail	Section 8 (d)
3	Financial capacity	Pass/Fail	Section 8 (g)

To this end the selection criteria includes -

Ser	Criteria	Score	Evidence
1	Presentation, layout, order	5	Points shall be deducted for submitting
	and compliance with		irrelevant information that was not
	documents to be submitted		requested
3	Past Experience specific	2-10	Section 8 ( e )
	and closely related in terms	1-5	
	of complexity and value of	0-0	
	this project		
5	Evidence: Method	10	Section 8 (h)
	Statement		
6	Evidence: Work Schedule	10	Section 8 (i)
7	Evidence: Qualifications	20	Section 8 (j)
	and Experience of Key		
	Personnel		
8	Evidence of a conceptual	25	Section8 (k)
	preliminary design of		
	Proposal		
	Total	80	

Award shall then be based on a price/quality ratio i.e. Price/quality points.

Where any documents pertaining to the eligibility, mandatory or selection criteria is incomplete or inaccurate, the Division reserves a discretion to permit the tenderer to bring in the incomplete/inaccurate document within a reasonable time period.

Where the tender evaluation committee is of the opinion that the successful tender is abnormally low, the evaluation committee retains a discretion to reject the tender summarily or require further and better particulars.

### 11. WAIVER

The Division(s) retains a general right to relax or waive any of the tender requirements, whether it be material or not, so long as waiving such requirement is not unfair to any tenderer who "but for" the waiver, would have submitted a different offer and shall not be prejudicial for any of the other tenderers.

### 12. <u>REQUESTS FOR ADDITIONAL INFORMATION</u>

Division					Contact
Division	of	Sport	and	Youth	candy.parks@tha.gov.tt or tel.#612-3792
Affairs					ext.1012

Replies to any request for clarification or additional information (including all previous requests) shall be circulated to all parties participating in this tender process.

### 13. TERMS OF PAYMENT

Upon the successful completion of works and the subsequent issuance of the completion certificate by the Division's project manager, all other monies shall be paid to contractor no later than sixty (60) days after the submission of the invoice to the respective Division

### 14. <u>BID VALIDITY PERIOD</u>

Bids shall be valid for a period of at least ninety (90) days as per the Tender Submission Form

### 15. <u>NO CONTRACTUAL OBLIGATIONS</u>

This is an Invitation to Tender. No contractual obligations will arise between the Division and any Tenderer until and unless the Division and a Tenderer enters into a formal, written contract for the Tenderer to provide the services contemplated in this Tender Document. The Tenderer agrees that while the offer is made in accordance with the provisions of this invitation to treat, the Division reserves the right to vary and or amend contractual terms, with mutual consent of the Division and the successful tenderer.

### 16. <u>LATE TENDERS</u>

Late tenders will not be accepted under any circumstances. The Division reserves the right to reject any or all tenders, in whole or in part, to negotiate changes in the scope of services and waive any technicalities as deemed in its best interest.

### 17. NO CLAIM FOR COMPENSATION

Except as expressly and specifically permitted in this Tender document, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participation in the ITT, and by submitting a tender each Tenderer shall be deemed to have agreed that it has no claim.

#### 18. INDEMNITY

Tenderers by submitting a tender commits to indemnify the THA, its employees, agents and or servants, or other lawful invitees on the THA premises of any loss, bodily injury and damage to property due to any act of neglect or default of the successful bidder, its agents, employees and or servants.

### 19. CONFLICT OF INTEREST

The Division will ensure there is no Conflict of Interest in this tender. As such, any direct family relationship involving Tenderers and Members of Division's Management and Staff must be fully disclosed. A member and/or officer of the Division or the relative of any such person shall not tender for the supply of items and or services stated herein. For the purposes of this tender the term *"relative"* means the father, mother, brother, sister, son or daughter of a person and includes the spouse of a son or a daughter of such person.

### 20. RIGHTS OF THE DIVISION

In addition to the rights expressly hereinbefore referred to, the following additional rights accrue -

- (a) The Division reserves the right to reject any or all bids without limiting the generality of the foregoing, a Bid will be summarily rejected if it is conditional, if it is incomplete, obscure, or irregular, if it has erasures or corrections in the Cost Schedule, or if it has unit rates that are obviously unbalanced.
- (b) The Division reserves the right to reject a Bid, which does not provide satisfactory evidence that the proponent has the technical, physical and financial resources to complete the work within a specified contract period.
- (c) The Division reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to Award of Contract, without thereby incurring any liability to the affected. Further, the Division does not have any obligation to inform the affected proponent or proponents of the grounds for the action.
- (d) The Division may declare the bidding void when none of the bids meet the intent of the specifications or when it is evident that there has been a lack of competition and or that there has been collusion. In addition, all bids may be rejected if they are substantially higher than the official budget approved by the Division.

(e) The Division does not bind itself to accept the lowest or any offer or to reimburse proponents for any expenses incurred in bidding.

# 21.GOVERNING LAW

All applicable laws in the Republic of Trinidad and Tobago will apply to any resulting agreement.

-End-

# **Index of Schedules**

Schedule	Description	Applicable to	Where available
Schedule I	Scope of Works and		In this document
	Specifications		
Schedule II	Bill of Quantities		In this document
Schedule 111	Cover Letter		
Schedule VI (a)	Statutory Declaration from		In this document
	Private Company		
Schedule VI (b)	Statutory Declaration from		In this document
	Private Individual		
Schedule V	Reference letter		In this document

#### Schedule 1 Scope of Work

#### OBJECTIVES:

Essentially the aim is to create a modern space, which centralizes operations for the Department of Youth (DYA) and crafts user friendly spaces that cater not only to the typical "youth" demographic, but to children as well. As far as possible, the building is intended to be green (i.e. entail traits of sustainability). The following objectives will be achieved:

#### Centralize DYA operations

Provide suitable spaces, facilities and staff that encourage and support youth and all who seek services at this location

- Create a modern, interactive, technologically savvy, safe facility for end-users
- Ensure logical & optimized use of space
- Incorporate sustainable design
- **Ensure that there is accessibility for the differently abled throughout the building.**

#### SITE

The site of the DYA Office is located at Shaw Park at the site of the old Cadet building, on the corner of Farm Road and Milford Road, and situated directly opposite the NIPDEC compound. With the demolition of the old cadet building complete, the site is now clear for construction.

Site restrictions at this time include the size of the site, vehicular access and the soil type.

#### BUILDING TYPOLOGY:

The building is to have a Modern aesthetic, and far as possible it is intended to be Green. Materials to be used for construction on site will be new, and will include: Steel frame structural support; Deck pan and concrete slab flooring; Concrete block external walls; Large aluminum frame windows to allow for adequate daylighting; and all other appropriate materials are to be specified by the DSYA.

Manicured Outdoor recreational/relaxation spaces are to be incorporated into the design, wellconstructed pedestrian footpaths and surfaces outfitted for games (chess, checkers, etc.). Internal spaces should employ tech features, e.g. touch screen information kiosks, etc. The design is meant to accommodate approximately 25 office based staff and several transient staff/users/visitors. The following requirements must be addressed:

#### STAFF:

- Director's Office
  - a) Director (Fully Enclosed

Office)

- b) BO II
- c) Assistant
- District Servicing Unit
  - a) Youth Development Officer II (Enclosed Office)
  - b) Youth Development Officer III (Enclosed Office)
  - c) BOA
- Program Intervention Unit
  - a) 2 Officers (Housed in one shared

space)

- b) Include 2 private, soundproof rooms for Counselling and Staff Debriefing/ Decompression
- Program Development & Implementation Unit
  - a) Manager (Enclosed Office)
  - b) BOA
  - c) 2 Support Staff
- **Training & Research Unit** 
  - a) Manager (Enclosed Office)
  - b) BOA
  - c) 2 Research Officers

Ancillary Staff

- a) Drivers (1 Fleet Manager, 2-3 Drivers)
- b) Janitorial Staff (1 Supervisor, 2-3 Janitors)

OTHER:

Main Lobby (with Receptionist Station)

- CARICOM Youth Ambassador's Office (1 Person)
- **Tobago Youth Council office (2 Persons Max)**
- **Staff Meeting Room**
- Conference/Training Room (to Accommodate at least 75 people; Includes wet bar & food serving station, dedicated washrooms (ADA compliant and include baby changing surface), outfitted with smart boards and full media capability)

Male & Female Washrooms on all floors (ADA compliant and cater for baby change surface)

- Daycare (Allow for Baby Changing surfaces/areas and Breastfeeding Area)
- **Staff Gym**
- Information and Resource Area (with books & other literature, Computer/Laptop stations, Digital Kiosks)
- Internal & External Recreation spaces for staff and Youth
- Image: Staff Dining Area, Lounge, Sick Bay
- Cafeteria
- Elevator and or Ramp
- Outdoor Green Space(s) / Courtyard
- Emergency Exits
- Guard Booth (Externally)
- I30 Parking Spaces (Max)

#### OTHER CONSIDERATIONS:

- Consideration should be given to the permanent relocation of the site access/entry to the Milford Road boundary, as its current location on Farm Road may prove difficult in times of heavy traffic and or when school reopens
- Security and Monitoring systems should be in place, inclusive of cameras, key card access to staff spaces, etc.
- Main Entry Door should be automated, and all other doors should be push-to-enter, to allow considerations for anti-spreading measures against COVID and other viruses.
- All Counselling Rooms should have two doors, discreetly located because of the nature of the activities occurring in those room.
- The Director's and the Managers' offices, though enclosed, should allow visibility in and out of them.
- Program Development & Implementation Unit and Training & Research Unit should be in close proximity to each other.
- District Servicing Unit and Program Intervention Unit should preferably be located on the ground floor – these spaces should also allow easy transition from Information and Recreational Areas for use by the youths.
- Operable windows should be incorporated where suitable.
- $\Box$  where suitable, bear in mind / allow for social distancing parameters and Sanitation stations.

#### Schedule 11 Bill of Quantities

# **Design Estimates for Youth Affairs Head Office**

Item	Description	Unit	Amount \$
	PreamblesThe Design Brief should be read in conjunction with this price schedule for the purpose of providing the service as required by the client. The tenderer shall indemnify the client from any Claim that may arise from pricing this document. The successful proponent Shall provide drawing in soft copy using a CAD Software such as AutoCAD or Revit; and hard copy on 11"x 17" (Ledger) Plain Paper. The price hereunder shall include for all resources required to complete the task outline below, which should include but not limited to:• Attending Meeting with stakeholders • Scheduling and attending site visits		
A	Provide Architectural Drawing design as described above.	Sum	
В	Provide Structural, Mechanical, Electrical, and Plumbing drawings in the manner described above.	Sum	
С	Provision of specifications document for proposed designs	Sum	
D	Provision of Structural calculation for proposed designs	Sum	
Ε	Provision of a priced and unpriced bill of quantities in accordance with a Standard Method of Measurement such as Smm7, NRM2 or Equivalent.	Sum	
	Total Sum		

#### Schedule 111

#### Cover Page

Date: .....

The Administrator Division of Sport and Youth Affairs

Dear Madam,

Having read the Tender documents including the annexures thereto, and having fully satisfied ourselves as to the nature of the requirements of the Division, we hereby offer to supply the goods and services for

Insert name of project

At a contract sum of

**VAT exclusive.** Please find attached the following documents are per the tender submission requirements –

(a) Certificate of Incorporation/Registration

- (b) Notice of Directors
- (c) Utility Bill and Notice of registered address
- (d) Valid VAT and BIR Clearance certificates
- (e) Cover Page
- (f) Two (2) past contracts/letters of award of works of a similar nature
- (g) Two (2) reference letters
- (h) Financial Documents
- (i) Methodology Approach
- (j) Work Schedule
- (k) Key Personnel Proposed
- (l) Conceptual preliminary design
- (m) Scope of Works
- (n) Bill of Quantities

	/	$\backslash$
	/	
	<b>\</b>	)
	$\backslash$	
Authorized Representative		
For and on behalf of	·····	Seal

### Schedule IV (a)

#### Statutory Declaration (Company)

#### **REPUBLIC OF TRINIDAD AND TOBAGO**

#### **IN THE MATTER OF THE STATUTORY DECLARATIONS ACT CHAPTER 7:04**

I. Director

(Name of director)

And authorized representative of \_\_\_\_\_

(Name of company)

A company duly incorporated and continued under the Companies Act 1995, with its registered

Office situate at \_\_\_\_\_\_(Address of company)

The Island of Tobago/Trinidad in the Republic of Trinidad and Tobago, make oath and say as follows:-

> 1. I am the authorized representative of \_\_\_\_\_ (Name of Company) And

duly authorized to give this declaration on its behalf.

- 2. The facts hereto deposed are true and correct and within my personal knowledge and belief save where otherwise stated to be based on information, in which case I verily believe same to be true and the source reliable.
- 3. I hereby certify that any signed contracts/letters of award of purchase orders that has been submitted from me is a true representation of works the Tenderer have undertaken and that the Tenderer was not terminated for any reason related to and or ancillary to material non – performance. A true copy of the contract(s) is now produced and shown to me and marked "A".
- 4. I have had my Attorney-at-Law explained to me and I fully understand the consequences, ramifications and implications of the aforesaid declaration.
- 5. I have deposed this declaration of my own free will, voluntarily and as a free and independent person without any threats, intimidation, promises and or inducement

from anyone and after receiving legal advice and I hereby declare that I am mentally sound and in full control of my mental capacity, mind and body.

6. I, make this declaration conscientiously believing the same to be true and according to the Statutory Declarations Act, and I am aware that if there is any statement in this declaration which is false in fact, which I know or believe to be false or do not believe to be true, I am liable to fine and imprisonment

Declared at ) This day ) Of 2020.... )

Before me,

#### COMMISSIONER OF AFFIDAVITS

#### Schedule IV (b)

#### Statutory Declaration (Individual)

#### **REPUBLIC OF TRINIDAD AND TOBAGO**

#### **IN THE MATTER OF THE STATUTORY DECLARATIONS ACT CHAPTER 7:04**

I,		
(Name of person)		
		Of
	(Occupation)	
	(Address of person)	

The Island of Tobago/Trinidad in the Republic of Trinidad and Tobago, make oath and say as follows:-

- The facts hereto deposed are true and correct and within my personal knowledge and belief save where otherwise stated to be based on information, in which case I verily believe same to be true and the source reliable.
- 2. I hereby certify that any signed contracts/letters of award of purchase orders that has been submitted from me is a true representation of works undertaken for me and further that the Tenderer was not terminated for any reason related to and or ancillary to material non performance. There is now produced and shown to me a true copy of the contract(s) hereto annexed and marked "A".
- 3. I have had my Attorney-at-Law explained to me and I fully understand the consequences, ramifications and implications of the aforesaid declaration.
- 4. I have deposed this declaration of my own free will, voluntarily and as a free and independent person without any threats, intimidation, promises and or inducement from anyone and after receiving legal advice and I hereby declare that I am mentally sound and in full control of my mental capacity, mind and body.
- 5. I, make this declaration conscientiously believing the same to be true and according to the Statutory Declarations Act, and I am aware that if there is any statement in this declaration which is false in fact, which I know or believe to be false or do not believe to be true, I am liable to fine and imprisonment

Declare	ed at		)	
This	day		)	
Of		2020	)	
				Before me,

COMMISSIONER OF AFFIDAVITS

#### Schedule V

**Reference Report** 

	Reference Report	
Name of Entity:		Contact Person:
Address:		Email:
Auuress.		Phone:
Scope of Works:		
Name of Vendor:		
Address:		
Estimated Start date:	Actual Start date:	Est contract sum:
Estimated End date:	Actual End date:	Act contract Sum:

<b>KEY</b> – <b>E:</b> <i>Excellent</i>	S: Satisfactory	U: Unsatisfactory	<b>N:</b> <i>N/A</i>	I: Insufficient info to rate

Description	Performance Rating			nce		Comments (attach as necessary)
	E	S	U	N	Ι	
Work performed in compliance with contract terms and specs						
Materials, supplies and equipment provided as required						
Staff availability						
Timeliness of work						
Staff professionalism						
Customer Service						
Quality of Work						
Communication and Accessibility						
Prompt and effective correction of situations						
Proper documentation and records						
Would you recommend using this Firm again		Yes No			[Explain]	

 OVERALL PERFORMANCE
 Excellent
 Satisfactory
 Unsatisfactory

Dated this ..... day of ..... 2020

			$\overline{\ }$	
NAME (PRINT)	/		)	NAME (Signature)
Authorized representative of Client		Seal		Authorized representative of Client

**VENDOR REPLY** – Vendors are provided with the opportunity to reply to this performance appraisal undertaken. Please attach reply if any.

\_\_\_\_\_

\_\_\_\_

\_\_\_\_\_