



**Ministry of Public Works**

**Department of Works and Engineering**

**Request for Quotations**  
**For**  
**Landscaping services for the Water and Sewage Section**

Request for Quotations No.: **50/100/2019/Landscaping**

Issued: **Friday September 18, 2020**

Submission Deadline: **Friday October 9, 2020 03:00:00 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 **Landscaping services for the Water and Sewage Section**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Water and Sewage Section is seeking bids from established landscaping firms to initially clear and maintain the grounds at various operational facilities across the island.

The successful Respondent shall furnish all labour, equipment, tools, services, skills, etc., required to initially clear and maintain the landscape these designated facilities in a serviceable condition throughout the contract period. Maintenance of plant materials shall include but not be limited to mowing, edging, pruning, and clean-up.

## **1.2 RFQ Contact**

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

Mr. J. Tarik Christopher at email [tjchristopher@gov.bm](mailto:tjchristopher@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

Mr. J. Tarik Christopher at email [tjchristopher@gov.bm](mailto:tjchristopher@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 1 Year.

Joint submissions are acceptable however if a joint submission is made, the submission must clearly indicate which party will act as the prime contractor.

#### 1.4 RFQ Timetable

Issue Date of RFQ	Friday September 18, 2020
Pre-Bid / Site Meeting	Thursday September 24, 2020 10:00 AM
Deadline for Questions	Friday October 2, 2020 4:00 PM
Deadline for Issuing Addenda	Monday October 5, 2020 4:00 PM
Submission Deadline	Friday October 9, 2020 03:00:00 PM
Anticipated Execution of Agreement	Monday November 2, 2020

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.

#### Pre- Bid meeting and Site Visit

The respondent's designated representative is invited to attend a pre-bid site visit; the purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage of the procurement. If so provided for, the Government will organize a site visit.

The respondent is requested, as far as possible, to submit any questions in writing to the RFQ Contact, before the site visit.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a respondent.

The Pre-bid meeting will take place  
Date: Thursday September 24, 2020  
Time: 10:00 AM  
Place: To commence at Victoria Road St George's

#### 1.5 Submission of Quotations

##### 1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted to:

Tender Box at the Ministry of Public Works,  
Located on the 3rd Floor, General Post Office Building,  
56, Church Street, Hamilton, HM12, Bermuda.  
E-mail and facsimile submissions are not accepted.

##### 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. 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 Friday October 9, 2020 03:00:00 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.

The Government may request landscaping services for all or some of the areas listed in Annex E for some or all of the option costed in the price breakdown Schedule . Participation in this RFQ will not give rise to any preliminary contract or collateral contract;

- (a) 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;
- (b) 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) are intended to provide advance notice of some of the key contractual provisions that would be contained in the form of contract.

See Annex A - 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.

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Signature of Witness

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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 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 50 points of the total score.

Unless stated otherwise in the RFQ 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 respondent shall fill in separate prices for all items of works described in the Price Breakdown. Items against which no price is entered by the respondent 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 respondent 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 Respondent's Price times weighting = Respondent'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 - Pricing Breakdown

## **APPENDIX D – RFQ PARTICULARS**

### **A. THE DELIVERABLES**

#### **Landscaping services**

The Ministry of Public Works - Water Section requires regular landscaping services for the areas outlined on the attached maps. The landscaping shall be carried out as follows:

-Vegetation in the defined areas to be kept under control and shall include mowing grass, trimming hedges, weed removal, tree trimming, debris removal and tree/stump removal where necessary.

-In the aftermath of a hurricane event, regular work scope service shall be maintained and any additional work arising from the hurricane will be charged as per the schedule of unit rates submitted under this RFQ.

In carrying out this work the Contractor shall:

-be responsible for supplying all labour, equipment and consumables necessary to perform the work.

-provide twice monthly service during the months of April to September and once monthly service from October to March.

-be responsible for providing the service to the satisfaction of the Operations Engineer

The areas to be serviced are shown outlined in the Annex E provided.

### **B. MATERIAL DISCLOSURES**

#### **Landscaping services**

All working areas under this contract are considered controlled areas and shall be free of Alcohol, Smoke and Drugs: All Government buildings and work sites are designated as alcohol, smoke, and drug-free.

### **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**

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

Each bid must include a Submission Form (Appendix B) completed and signed by an authorized representative of the Respondent

#### **Pricing (Appendix C)**

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

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

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

#### **Relevant Projects and References**

Each Respondent is requested to provide three (3) references from clients who have received landscaping services from the tenderer in the last three (3) years.

#### **Local Benefits**

Each Proposal must include the completed Local Benefit Form - Social, Economic, and Environmental

Each proponent should provide the following in its proposal

- a) Percentage of Bermudians employed by the respondent
- b) Number of Bermudians employed by the respondent
- c) Is the respondent a Specified Business?
- d) Will the respondent use a Specified Business(es) in their supply chain?
- e) Will the respondent use a Specified Business(es) as a subcontractor(s)?
- f) Does the respondent offer evidence of (i) providing mentoring, apprenticeships or training opportunities for Bermudians, or (ii) being willing to offer them?
- g) Does the respondent have (i) a safety and health policy; (ii) a sustainable goods and/or services policy; and (iii) an environmental policy?

See Annex C - Local Benefits

### **D. MANDATORY TECHNICAL REQUIREMENTS**

N/A

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

### **Safety and Health**

All works must be carried out in strict accordance with the Bermuda Occupational Safety & Health Act, 1982 and Occupation Safety and Health Regulations of 2009. Tenderer must provide a copy of their Safety and Health document.

### **Equipment Certification**

The Respondent must provide proof that all staff providing services are nationally certified. All work must be performed in accordance with the standards of quality and competency set out in standards for national certification.

### **Site Familiarization**

The Respondent's staff will be required to undergo a familiarization visit at each site before commencing work to be made aware of chemical hazards that may be present. During the visit the Respondent shall be made aware of vulnerable utilities and hazards such as high voltage power cables.

### **Proof of Insurance**

.1 The Respondent shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

.2 The Respondent shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

.3 The Respondent shall also provide and thereafter maintain liability insurance in an adequate amount to cover third-party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Respondent or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

### **Financial Checks**

Prior to awarding a contract to the selected respondent(s), the contracting department will perform financial checks to confirm whether the respondent is delinquent in making payments to the Government for Social Insurance contributions, Payroll Tax or any other debt recorded by the Accountant General's Debt Collection Section, and will perform a check with the Bermuda Registrar of Companies to confirm whether the respondent is a proper legal entity that is in good standing.

## F. RATED CRITERIA

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

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

### 1. Pricing

See Appendix C - Pricing

### 2. Local Benefits

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

- Number of Bermudians employed by the Respondent;
- Is the Respondent a specified business?;
- Engagement of Bermudian employee (%) during the project;
- Use of specified businesses in the proponent's supply chain;
- Use of specified business as subcontractors (if applicable);
- Safety and health record of the respondent for the three immediately preceding years of reporting
- Environmental considerations and policy (each respondent to provide a copy)

See Annex D - Qualifications and References

### 3. Company Qualifications and References

N/A

# 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 \_\_\_\_\_





SERVICES AGREEMENT

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

BY AND BETWEEN:

(1)

**Ministry:** PUBLIC WORKS

**Department:** Works and Engineering

**Address:**

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

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

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

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

**SCHEDULE A**

STATEMENT OF WORKS

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

**1. Supplier Name and Contact Information:**

**Supplier:**

**Address:**

**Tel:**

**Mobile Tel No:**

**Email:**



**2. Term and Termination**

2.1 This Agreement shall be effective on the Effective Date. The Services shall commence on the Commencement Date and continue until the Completion Date, whereupon this Agreement shall end and expire unless terminated earlier in accordance with its terms.

**Commencement Date:** \_\_\_\_\_

**Completion Date:** \_\_\_\_\_

**Termination Notice Period:** **30 days prior written notice**

2.2 In the event that services are provided to the Government beyond the Completion Date of this Agreement, the terms and conditions of this Agreement shall continue on a day-to-day basis terminable without cause upon 24 hours prior written notice by either party to the other.

**3 Fee**

3.1 The Government will compensate you the fee as set out below and all such amounts are to be paid in arrears, unless otherwise stated:

<b>Rate</b>	<b>Fee</b>
Landscape Services April to September detailed in Annex B Price Breakdown:	<b>BMD\$_____ monthly in arrears</b>
Landscape Services October to March detailed in Annex B Price Breakdown:	<b>BMD\$_____ monthly in arrears</b>
Initial clearance of areas as detailed in Annex B Price Breakdown or other one-time charge.	<b>BMD\$_____ one-time fee</b>
<b>Total Cost for a calendar year</b>	<b>BMD\$</b>

3.2 The Fee will be subject to deductions by law in the event that you have not registered as a service provider with the relevant Government department.

3.3 The Fee will be subject to further deductions for the following reasons:

- a) Where there has been an overpayment to you for any reason;
- b) Where the Government has suffered loss by your failure to follow instructions or exercise due diligence;
- c) If you cause damage to Government’s property (including software), the value of replacement or repair of the damaged property (including damage to any software or Government systems by intrusion of viruses or malware as a result of your errors or omissions) shall be deducted from the Fee;
- d) If you leave or terminate this Agreement without giving the required notice, the value of the Fee for the notice period may be deducted;
- e) When you no longer provide Services to the Government, there will be a deduction of any overpayments or advances of payment taken in excess of the Fee; and
- f) Where you have outstanding payroll taxes or social insurance contributions.

**4 Insurance**

If required by the Government, you shall acquire the Insurance Policies in the amount as set out below, subject to the insurance section of the General Terms and Conditions:



<b>Insurance coverage</b>	<b>Minimum Coverage Amount</b>
Third Party injury to persons and damage to property	<b>BMD\$5,000,000</b>
Workers Compensation	<b>BMD\$1,000,000</b>

**5 Expenses**

- 5.1 Any Expenses (as defined below) associated with this Schedule, in addition to the Fees (as defined below), shall be those Fees and Expenses associated with providing the Services in accordance with this Agreement.
- 5.2 If applicable, while performing the Services in or from Bermuda, the Representative may require accommodation in connection with the provision of Services. In the event that accommodation is required, the Government may assist you or the Representative in acquiring accommodation but the Government shall not be liable to pay for such accommodation. You shall be liable for all Expenses and utility fees (including water, telephone and other charges) incurred by residing or otherwise staying at a property of your own choosing. You agree to abide by the rules and regulations of the property owner and you shall indemnify the Government against any losses the property owner may suffer as a result of your or the Representative, residing or staying at that property.
- 5.3 You are not allowed to incur Expenses associated with the provision of the Services without having received prior written consent from the Government.
- 5.4 If prior approved, all air travel shall be at economy class, unless otherwise agreed in writing. You, the Representative, and any other person engaged by you, are not permitted to incur additional expense, costs or charges without the prior written consent of the Government.
- 5.5 Approved Expenses shall be paid in accordance with this Agreement.

**6 Taxes**

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

<b>Payroll Tax No</b>	<b>Social Insurance No.</b>

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

**7 Invoicing Terms**

- 7.1 You shall provide a monthly invoice for the Services as set forth herein, with supporting documentation and itemizing the following:
  - a) Your name, invoice date and invoice number;
  - b) Change Order number, if applicable;
  - c) Details of Services performed;
  - d) Time and services rendered in hourly (or less than daily) increments with sufficient detail to determine appropriate expenditure of hourly efforts;



- e) Other supporting documentation (including copies of any invoices or receipts for reimbursable expenditures as provided for herein);
  - f) Mailing address and the person to whom payment is to be sent or the banking institution and full account information for payment by wire transfer (unless such information has previously been provided to the Government); and
  - g) Telephone number, fax number and e-mail address.
- 7.2 Government shall pay all fees and/or undisputed invoices **30 days in arrears**. The Government may dispute an invoice within **30 days of receipt**, however, the Government reserves the right to dispute payments made on an invoice at any time if it suspects fraud or willful misconduct on your part (“**Faults**”). In the event that any Faults are discovered in relation to payments made to you, the Government reserves the right to recover such payments from you, at your cost (which shall include all legal and collection fees and expenses) or to set off any disputed amounts against unpaid invoices.
- 7.3 Your failure to timely submit a proper invoice as set forth in this section may result in a delay in payment by Government. No interest shall be paid with regard to any late payment to you or your Representatives resulting from your failure to submit a proper invoice or otherwise comply with the terms of this section. You agree that the Government is not responsible, nor will it be liable to you or under law or equity for any and all expenses that you or your Representative’s may incur resulting from any delays in payment caused by your failure to comply with the terms of this Agreement.
- 7.4 Government reserves the right to refuse to pay an invoice in the event that the invoice is presented 6 months after the time when it should have been presented for payment.

**IN WITNESS WHEREOF**, the parties, or their authorized representatives, have read and agree to the terms and conditions of this Agreement on the Effective Date.

<b>SIGNED</b> by a duly authorised officer/ representative for and on behalf of the <b>Government</b>	Signature:
	Print Name:
	Title:
<b>SIGNED</b> by the <b>Supplier</b> or a duly authorised officer/representative for and on behalf of the <b>Supplier</b>	Signature:
	Print Name:
	Title:



## **GENERAL TERMS AND CONDITIONS**

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

That in this Agreement, capitalized terms have the respective meanings referred to in this Agreement, words by their context importing the plural shall include the singular and vice versa, references to either gender includes any other gender or a neutral entity where appropriate, and a reference to any statute or regulation or law means as amended from time to time and include any successor legislation, regulations or laws. Where the contexts requires, the word "Supplier" shall include the word "you" and vice versa.

### **1 Definitions**

In this Agreement unless the context otherwise requires, the expressions set forth below have the following meanings in the Schedule or the Appendix hereto:

**"Agreement"** means this Services Agreement and includes these General Terms and Conditions, Schedule A, the Appendix or annexes attached in accordance with the obligations or deliverables under this Agreement;

**"Appendix 1"** contains the objective, instructions or other information related to the provision of the Services not contained in Schedule A;

**"Business Days"** means Monday to Friday between 9am – 5pm in Bermuda;

**"Claims"** means any written or oral claims, actions or demands for money (including taxes or penalties) or services or for any allegation of a breach in rendering or failure to render any Services performed or which ought to have been performed. Claims also includes patent, trade secret, copyright, or other intellectual property right claims, claims connected to Equipment, costs, penalties, fees and expenses (including legal and professional fees, charges or expenses);

**"Commencement Date"** means the date of the commencement of the Services as set out in Schedule A;

**"Completion Date"** means the date of the completion of the Services as set out in Schedule A;

**"Confidential Information"** means the terms of

this Agreement as well as any information or Data disclosed to you which (i) if in tangible form, is marked clearly as proprietary or confidential, (ii) if oral, is identified as proprietary, confidential, or private on disclosure or (iii) any other information which is not in the public domain, which upon receipt by the Government should reasonably be understood to be confidential, provided, however, that such information or data is provided under or in contemplation of this Agreement;

**"Contact"** means the Public Officer appointed as the liaison between you and the Government;

**"Consents"** means any qualifications, rights, permits, licenses, authorizations or other consents;

**"Data"** means logbooks, records or data files used or created pursuant to the Services (including electronic storage media, software data, data base and data base rights, personal or personally identifiable information relating to an identified or identifiable individual voice and data transmissions including the originating and destination numbers and internet protocol ("IP") addresses, date, time, duration), and other relevant data connected with the Services;

**"Equipment"** means any Supplier provided equipment including any mobile devices, hardware, software or cables used to provide the Service;

**"Expense"** means all expenses, charges and costs (including all costs, fees, charges, fines and penalties related to travel and accommodation), penalties and fines;

**"Fee(s)"** means the fees to be paid to you for the Services provided in accordance with the terms of this Agreement;

**"Good Industry Practice"** means the exercise of that degree of skill, care, accuracy, quality, prudence, efficiency, foresight and adherence to timeliness as would be expected from a professional individual or leading company within the relevant industry or business sector in Bermuda or in England;

**"in writing"** shall mean any fax, letter or purchase order on the Government's letterhead bearing the signature of an authorised person or an e-mail emanating from the personal e-mail address of an authorised person;



“**Insurance Policies**” means an amount of not less than the minimum level of insurance required by law or regulatory body or that is required to cover for similar services as are provided in this Agreement or the amount as set out in Schedule A, whichever is greater, covering you, or your officers, directors, employees, agents, or subcontractors, professional negligence and errors and omissions, and shall be on an “occurrence” basis. “The Government of Bermuda” shall be endorsed as an additional insured on the required policy or policies and the insurances afforded to the Government of Bermuda shall be primary insurance;

“**Materials**” means written advice, project specifications, designs, drawings, plans, specifications, reports, tenders, proposals or other information and related documents provided by you or the Representative related to the Services;

“**Loss**” means all losses, Claims, damages, costs, fees, charges, penalties, expenses including legal and professional fees, expenses and disbursements, costs of investigation, litigation, settlement, judgment and interest, lost revenue, loss of opportunity to make money, loss of contracts or for the inability to fulfill customer contracts, lost or damaged data or other commercial or economic loss, whether based in contract, tort (including negligence) or any other theory of liability or other loss not limited to those contemplated at the time of entering into this Agreement and whether such loss or liabilities are direct, indirect, incidental, special or consequential;

“**Outcomes**” means the targets, results or goals to be achieved as specified in Schedule A;

“**Public Officer**” means any person employed by, or acting as an agent for, the Government;

“**Representative(s)**” means, the person(s) providing the Services on your behalf and includes any person engaged by you, if applicable;

“**Services**” means the provision of all services and deliverables and includes the use of any Equipment in support of the services;

“**Schedule A**” means the schedule which forms a part of this Agreement and contains instructions for the performance of the Services, Fee, Expenses and Term; and

“**Security Procedures**” means rules and regulations governing access to, and health and safety procedures while on, Government premises; and information technology security protocols;

“**Term**” means the term of this Agreement as set out in Schedule A.

## **2 Provision of Services**

- 2.1 You and the Representative agree to perform and complete the Services in accordance with and subject to Schedule A, Appendix 1 and these General Terms and Conditions and the Government agrees to pay the Fee for the Services.
- 2.2 In the event that it is required and with Government prior due diligence and written approval, you may appoint a Representative who shall have full authority to act and provide Services on your behalf. The Representative shall be named in Appendix 1.
- 2.3 You may not subcontract your obligations under this Agreement beyond using the Representative, without Government’s prior written consent.
- 2.4 You shall, and ensure that the Representative co-operates with the Government’s employees where this is necessary to effectively carry out your obligations under this Agreement.
- 2.5 The Government may request, by notice in writing to you, the replacement of the Representative, and agreement with such request shall not be unreasonably withheld. You shall use your best endeavors to replace the Representative with another qualified individual employed by you, and such replacement shall be subject to approval by the Government.
- 2.6 You shall provide Materials as requested or by the date as agreed between the parties and the Government shall have the right to take possession of and use any completed or partially completed portions of Material notwithstanding any provisions expressed or implied to the contrary.
- 2.7 You acknowledge that the Government will be:





- a) relying on the Materials on the basis that they are accurate and complete in all material respects and are not misleading;
  - b) relying on your and the Representative's skills, expertise and experience concerning the provision of the Services;
  - c) relying on the accuracy of all Outcomes and all the information and materials included in the Materials; and
  - d) using your reports, Outcomes and any other advice and assistance provided under this Agreement.
- 2.8 The Services shall be provided in such place and location as instructed by the Government.
- 2.9 If the Services are required to be provided on the Governments' premises or use Government IT systems, you and the Representative will conduct yourselves in a professional and safe manner and you and the Representative shall at all times comply with and be subject to Security Procedures.
- 2.10 Failure to adhere to the Security Procedures and the requirements of this section may be considered a material breach of this Agreement and may result in termination for default.
- 2.11 The Government shall inform you of the Contact, i.e. whom you or the Representative shall be reporting to and who will accept the Services.
- 2.12 Services are provided on a **non-exclusive** basis to the Government in Bermuda.
- ### 3 Additional Services
- 3.1 Additional services or variations in the Services may be required after the date of execution of this Agreement and may be performed upon written approval of the Government. Such written approval shall be evidenced by a change authorization order ("**Change Order**") or such other written authorization as approved and signed by the Contact or a duly authorised Public Officer. In such case, a Change Order shall be issued within a reasonable

time thereafter.

- 3.2 All Change Orders are subject to the terms and conditions of this Agreement.
- 3.3 Fees for additional services shall be agreed by the Government in writing prior to any additional services being performed.
- 3.4 Only services which are not required for performance of the Services to be provided hereunder shall be deemed additional services.

### 4 Fee and Taxes

- 4.1 The Government shall pay you the undisputed Fee within **60 days** of receiving a valid invoice setting out information required with the invoice in accordance with Schedule A.
- 4.2 The Government may withhold payment of any Fee or Expenses in respect of which it has queries or where the Contact reports unsatisfactory performance of Services. You will cooperate promptly and fully to resolve any such queries. Where the unsatisfactory performance continues for at least 30 days, the Government may suspend payment of the Fee related to that unsatisfactory performance, at no liability to the Government.
- 4.3 Except for the Fee as set out in Schedule A, no other amounts are payable by the Government to you or the Representative. Government may set off any amounts owed by you to the Government against any Fee or Expenses.
- 4.4 The Government shall pay by direct transfer into your bank account. It is your responsibility to inform the Government of your current contact details in order that the Government can contact and pay you.
- 4.5 Taxes: You will be responsible for payment of payroll tax and social insurance contributions and for providing information in accordance with Schedule A.

### 5 Representations and Warranty

- 5.1 You represent and warrant that you and the Representative, will perform all activities relating to the Services:



- a) in accordance with Good Industry Practice and in a professional and lawful manner;
  - b) if applicable, using appropriately skilled and experienced personnel whose identity, address and right to live and work in Bermuda and (to the maximum extent permissible) whose absence of relevant criminal records has been verified;
  - c) in strict accordance with the standards and timelines set out in Schedule A and Appendix 1, free of defects, errors or faults, in order to meet the needs of the Government; and
  - d) in accordance with applicable law; rules, regulations, manuals, guidelines or policies, including the current financial instructions issued by the Accountant General of the Government.
- 5.2 You represent and warrant that this Agreement is executed by you or by your duly authorized Representative and that you have obtained all required authorizations and capacity in order that you can fulfill your obligations.
- 5.3 You are responsible for all acts or omissions of a Representative relating to the Services and for ensuring their compliance with the requirements of this Agreement.
- 5.4 You will seek prior permission from the Government prior to outsourcing any service. In the event of any outsourcing, you will be responsible for all outsourced services or personnel.
- 5.5 You shall procure the benefit of any warranties or guarantees in respect of goods and materials you supply to Government and provide copies of such warranties or guarantees.
- 5.6 You will provide information or sign any other agreements necessary or as requested by the Government, in order that either you or the Government can fulfill their obligations under this Agreement.
- 5.7 You acknowledge and warrant that you are fully satisfied as to the scope and nature of

the Services and of your obligations under this Agreement and that you have the corporate power and authority to enter into, and perform your obligations under, the Agreement.

## **6 Remedies**

- 6.1 If the Service does not conform to the warranty as set out in this Agreement, you shall, at your cost and Expense, use all reasonably commercial efforts to correct any such non-conformance or non-availability promptly, or provide the Government with an alternative means of accomplishing the desired performance.
- 6.2 Without prejudice to any other rights available to the Government, you shall, at your cost and Expense:
- a) repair or replace Equipment where the Equipment is damaged as a result of your, or the Representative's negligence, error, omission or willful misconduct in providing the Service.
  - b) if the Materials are inaccurate or misleading or the Services are not performed in accordance with this Agreement, then the Government, in its sole discretion, may:
    - i) require correct Materials;
    - ii) require, in whole or in part, the Services to be re-performed during the Term or within 6 months of the Completion Date;
    - iii) carry out an assessment of the value of the defective Materials or Services and deduct that value from amounts that Government is required to pay you; or
    - iv) obtain the Materials or Services from another service provider and you will be required to pay all amounts payable by the Government in obtaining alternative Materials or Services from another service provider to make good the defective Materials or Services.
- 6.3 Without prejudice to any other rights available to it, the Government may, at your cost and Expense:





- a) repair, replace or otherwise fix the Service where the Equipment is damaged as a result of your, or any person providing services on your behalf, negligence, error, omission or willful misconduct, in providing the Service; or
- b) obtain Services from another service provider and terminate this Agreement.

## **7 Progress Report**

- 7.1 If required, you shall submit progress reports in connection with the Services (“**Reports**”) on at least a monthly basis, or as otherwise required, to the Government. The Reports shall include a summary of the activities and accomplishments during the previous reporting period.
- 7.2 The Reports will relate to your itemized invoice for time spent in the prior month and include an itemized forecast of the intended time to be spent on known activities in the coming month (which will require ratifying by Government). It will also include YTD totals for payments received and work completed (expressed in \$).
- 7.3 Any decisions and/or actions required of the Government during the upcoming reporting period(s) should be included in the Report. The specified date for submission of the Reports for the reporting period shall be determined by the Government.

## **8 Inspection and Approval of Services**

- 8.1 The Government shall at all times retain the right to inspect the work provided by you or the Representative and you consent to visits to your premises in order to inspect the Services or Materials and Government shall have the right to review, require correction or additional follow up, if necessary, and accept or reject the Services and any Materials submitted by you or the Representative.
- 8.2 Review(s) of any written work product shall be carried out within 30 days of receipt, unless extended to a date certain by the Government, so as not to impede your

work.

- 8.3 You shall make any required corrections promptly at no additional charge and return a revised copy of the written work product to the Government within 7 days of notification or a later date if extended by the Government. In the event that you are required to implement changes with respect to your performance of Services, such change shall be implemented within a reasonable time, as determined by the Government in consultation with you.
- 8.4 Your failure to proceed with reasonable promptness to make necessary corrections shall be a default. If your corrected performance or written work product remains unacceptable, the Government may terminate this Agreement, reduce the Fee and/or reject the hours submitted in connection with such work to reflect the reduced value of services received.

## **9 Time of the Essence**

- 9.1 You are responsible for managing time in order to complete your obligations under this Agreement and shall complete any portion or portions of the Services in such order as the Government may require rather than working a specified amount of time and you recognize that working outside of regular work hours may be necessary in order to fulfil your obligations and responsibilities without additional compensation of any kind.
- 9.2 In the event that there are no specified hours for you to provide Services, you will be required to be available to provide Services during the period as set out in Appendix 1 in order to achieve your objectives and the Services, subject to the needs of the Government. When there is no unscheduled or urgent work involved, any provision of Services will be confined to a 5 day work week.
- 9.3 The Government shall give due consideration to all Materials submitted by you or the Representative, and shall make any decisions which are required to be made in connection therewith within a reasonable time so as not to delay the progress of the work.



## 10 Equipment

- 10.1 You shall ensure that all Equipment used in order to provide the Service will perform according to published technical specifications for such Equipment and Government's interface specifications for such Equipment and otherwise complies with Government's specifications for the Service.
- 10.2 Where software is provided with Equipment that you provide, you grant to Government a non-exclusive and non-transferable license to use such software, including any related documentation, to enable Government to use a Service.
- 10.3 You retain title and property rights to the Equipment that you provide under this Agreement, whether or not the Equipment embedded in or attached to real or personal property. Unless specifically stated in the Agreement, Government neither owns nor will acquire any right of ownership to any Equipment, including, but not limited to, copies, and any related patents, copyrights, trademarks, or IP addresses assigned to you.

## 11 Indemnity, Limitation of Liability, Insurance, Force Majeure and Business Continuity

- 11.1 Indemnity: You shall indemnify, keep indemnified and defend the Government against:
- any Loss arising from any breach by you or the Representative; or
  - any Loss arising from a third party as a result of negligent act, errors, omission or wilful misconduct by you or a Representative,
- of your obligations under this Agreement.
- 11.2 The Government may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.
- 11.3 If the use of a Service is enjoined as a result of a Claim or Loss, in addition to the indemnity set forth above, you shall (at your expense): (i) obtain for the Government the right to use the infringing Service; (ii) modify such Service in a manner that does not infringe any third

party intellectual property rights; or (iii) substitute equivalent services that are acceptable to the Government and does not infringe any third party intellectual property rights.

- 11.4 No Liability: In no event shall the Government or a Public Officer be liable to you for Loss, damage (including loss or damage to Equipment) or for any other losses.
- 11.5 Limitation of Liability: Without limiting the provisions of this Section, Government's maximum aggregate liability, for all Claims or Loss in connection with this Agreement or the performance thereof arising during its entire term shall be limited to the Fees paid to you under this Agreement for the three (3) month period immediately preceding the date the on which the latest Claim(s) or Loss first arose.
- 11.6 Nothing in this Agreement shall exclude or limit any liability for wrongful use of Confidential Information, fraud, willful misconduct or any liability which cannot be lawfully limited or excluded and you shall accordingly maintain in full force and effect during the Term, the Insurance Policies.
- 11.7 All Claims against the Government must be commenced in court within one (1) year after the cause of action has accrued or the act, omission or event occurred from which the Claim arises, whichever is earlier, without judicial extension of time, or said Claim is barred, time being of the essence.
- 11.8 Insurance: If required by the Government, you shall maintain at your sole expense, on a primary basis, and an "occurrence basis", at all times during the Term, the Insurance Policies. The Insurance Policies shall be evidenced by delivery to the Government of certificate(s) of insurance executed by the insurer(s) listing coverages and limits, expiration dates and terms of the policy or policies and all endorsements, and upon request a certified copy of each policy including all endorsements. Failure to provide acceptable proof of insurance as required by the Government shall entitle



- the Government to either obtain or maintain the Insurance Policies on your behalf at your sole cost and expense, or to terminate this Agreement without prejudice to any other of the Governments rights or remedies in connection with this Agreement.
- 11.9 You shall be responsible for the payment of all deductible amounts on such policy or policies and shall on request supply to the Government copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 11.10 You shall notify the Government forthwith of any changes to any of the policies, or of any claims or potential claims which have arisen to which the insurer(s) of the above policy or policies may be required to respond.
- 11.11 The policy clause "Other Insurance" or "Excess Insurance" shall not apply to any insurance coverage currently held by The Government of Bermuda, or to the Government of Bermuda's Self-Insured Retentions of whatever nature.
- 11.12 If you subcontract any work under this Agreement, you shall ensure that each subcontractor maintains insurance coverage with policy limits of at least the amounts stated above.
- 11.13 The insurance requirements set forth above do not in any way limit the amount or scope of your liability under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage that the Government is willing to accept to help ensure full performance of all terms and conditions of this Agreement.
- 11.14 Force Majeure: Neither of the parties shall be liable for failure or delay to perform obligations under this Agreement to the extent that this delay is caused by flood, fire and other event beyond its reasonable control (not caused by its own act or negligent omission) ("*force majeure*") but each party shall use its best efforts to perform its obligations notwithstanding the *force majeure* event.
- 11.15 Business Continuity: Where applicable, you shall maintain, test and where appropriate implement business continuity procedures to reduce the risk of force majeure impacting the provision of the Services and upon request, provide such evidence to the Government.
- 12 Non-Solicitation**
- During the Term and for a period of 12 months after expiration or termination of this Agreement, you shall not solicit (whether directly or indirectly) any employee or consultant of the Government who was involved in the performance or receipt of the Services, unless otherwise agreed to in writing by the Government.
- 13 Non-Disclosure of Confidentiality Information**
- 13.1 You must ensure that all Confidential Information held by you is protected against unauthorized access, use or disclosure. You acknowledge that the improper use or disclosure of such information could be unlawful.
- 13.2 You will comply with Government's instructions if it has access to personal data as a result of providing the Services.
- 13.3 You may disclose information related to this Agreement to your personnel on a '*need to know*' basis as required for the performance of the Services. You will keep strictly confidential any other Confidential Information and you shall only use such Confidential Information as required for providing the Services (and no other purpose).
- 13.4 A breach or anticipated breach of the confidentiality provisions of this Agreement, will cause Government irreparable harm and you agree that monetary damages alone may not be an adequate remedy and, accordingly, that the Government will, without prejudice to any other rights or remedies that it may have, be entitled, without proof of special damages and without the necessity of giving an undertaking in damages, to seek an injunction or specific performance together with all other remedies as may be available in law or equity.
- 13.5 If either you or the Representative fail to



abide by the confidentiality provisions at any time, then such failure shall constitute a material breach of this Agreement and you shall pay the Government the equivalent of the Fee paid to you for a 3 month period as liquidated damages, in addition to any attorney's fees and costs of enforcement. You and the Representative shall be jointly and severally liable to the Government under this section.

#### **14 Intellectual Property, Copyright and Ownership**

14.1 Intellectual Property: You warrant to the Government that you or the Representative have created the Materials for and on behalf of the Government or has obtained a written and valid consent and assignment of all existing and future intellectual property rights in the Materials.

14.2 Materials created under this Agreement shall be original works created by the you or the Representative and shall:

- a) not include intellectual property owned by or licensed to a third party except for intellectual property which you have the right to use (including the right to use such intellectual property for the purposes of this Agreement); and
- b) not subject the Government to any claim for infringement of any intellectual property rights of a third party.

14.3 You shall do all things necessary to assign to the Government all existing and future intellectual property rights in the Materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this Agreement, you shall hold legal title in such rights on trust for the Government.

14.4 Copyright: Copyright and other intellectual property in work produced by you in the course of providing the Services to the Government shall belong to Government, which may utilise those deliverables freely (including by adapting, publishing and licensing).

14.5 You and the Representative agree that all Materials and other works created in full or in part by you or the Representative may be maintained, changed, modified and/or adapted by the Government without the consent of either you or the Representative. Notwithstanding the foregoing, you and the Government may agree in writing that certain identified and designated intellectual property rights will remain with you.

14.6 Intellectual property, Materials or Confidential Information may not be used or copied for direct or indirect use by you after expiry or termination of this Agreement without the express written consent of the Government.

14.7 Government acknowledges that you and Representative possess knowledge and expertise relating to the subject matter of the Services and Deliverables ("**Supplier Know-How**"), which may include intellectual property rights in certain pre-existing tools and materials used by you in performing the Services. Nothing in this Agreement is intended to transfer to Government any rights in the Supplier Know-How, which shall remain your property. To the extent that any Supplier Know-How is included in any Materials or Outcomes, you hereby grant to Government a perpetual non-exclusive right and license to use and reproduce the Supplier Know-How to the extent reasonably necessary to exercise Government's rights in the Outcomes.

14.8 Government logo: You may not use Government's name or logo for any publicity or marketing purposes, unless consent for such use is provided in writing.

#### **15 Term, Termination and Suspension**

15.1 The Term of this Agreement shall be as set out in Schedule A.

15.2 Either party may terminate a Service or this Agreement, in part or in whole, during the Term upon prior written notice without cause in accordance with the termination notice period as set out in Schedule A.

15.3 Government may terminate this Agreement at any time based upon your





- default of your obligations under this Agreement. The Government, in its sole discretion, may provide you with a notice to cure (“**Cure Notice**”) the breach that would otherwise amount to a basis to terminate this Agreement as a result of your failure to fulfill your obligations hereunder. You shall respond to any such Cure Notice within a reasonable time or within such time as provided therein, and you shall either cure the specified breach or provide assurances to cure the same which the Government, in its sole discretion, deems adequate.
- 15.4 Either party may terminate this Agreement immediately, if the other party:
- a) commits a material breach of this Agreement, which is not remedied within 30 days of notice by the other party informing them of the material breach; or
  - b) commits an irremediable breach; or
  - c) is subject to a change of control or chooses to discontinue its business; or
  - d) if the other party has a lack of funding or becomes or is deemed insolvent; or
  - e) if the other party’s performance is affected by a *force majeure* event which lasts 7 days or more.
- 15.5 In the event of termination of this Agreement, all Fees due and payable shall be paid to you.
- 15.6 Upon expiry or termination of this Agreement, you shall return all Government property or information or you shall irretrievably delete, as commercially practicable as possible, all Confidential Information, stored in any way using any device or application and all matter derived from such sources which is in your possession, custody or power and provide a signed statement that you have fully complied with your obligations under this section.
- 15.7 Upon expiry or termination of this Agreement, you shall provide Government with all such assistance as may be reasonably necessary in order to end the relationship in a manner which causes the least inconvenience to the Government including assisting with the transfer of Data.
- 15.8 The Government may temporarily suspend the Services hereunder and shall confirm such instruction in writing to you.
- 15.9 Upon any such suspension, the Government shall pay all Fees and Expenses up until the time of such suspension of Services. If, following suspension of the Services, there is no resumption within 6 months, this Agreement may be terminated by you, and the Government shall make a payment of all outstanding Fees and Expenses in accordance with this Agreement if such amounts are due.
- 15.10 The Government may issue a written order to resume the provision of Services within 6 months of suspension in accordance with the terms and conditions of this Agreement.
- 15.11 The rights arising under this termination clause represent your sole remedy and excludes common law rights to terminate and claim damages for Loss you may suffer under this Agreement.
- 16 Transfer of Data**
- 16.1 Upon request by the Government prior to or within sixty (60) days after the effective date of termination, you will make available to Government a complete and secure (i.e. encrypted and appropriately authenticated) file of Government Data in a format to be agreed at the time including all schematics and transformation definitions and/or delimited text files with documented, detailed schematic definitions along with attachments in their native format.
- 16.2 You will be available throughout this transfer of Data period to answer questions about all elements of the Data transfer process so that Government may fully access and utilize the transferred Data.
- 17 General**
- 17.1 Any notice or other communication required to be given under this Agreement shall be duly given or served if it is in



- writing (for the purposes of this section, a notice shall be deemed to be in writing if it is in the form of a printed or hand-written letter or other document, or in the form of an e-mail message), signed and delivered by hand or sent by prepaid recorded post to the address of the party as first set out above (or such other address as is notified in writing to the other party from time to time); or sent by e-mail to the e-mail address of the party as provided by that party (or such other e-mail address as is notified in writing to the other party from time to time).
- 17.2 This Agreement is effective on the Effective Date. Where this Agreement refers to past or current obligations, this Agreement applies retrospectively from that date.
- 17.3 This Agreement together with any documents referred to in it supersedes, extinguishes and replaces all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral including whether in invoices, emails or otherwise between the parties relating to the Services and is the complete agreement between the parties.
- 17.4 Any amendments to this Agreement shall be made in writing and signed by each party.
- 17.5 You may not assign or transfer any rights or obligations under this Agreement (for example assigning or factoring invoices) without the Government's written consent. Any such transfer by you in breach of this section shall be void and be an irremediable material breach of this Agreement. Government may transfer its rights and obligations under this Agreement.
- 17.6 You will be an independent contractor and nothing in this Agreement shall render you an employee, worker, agent or partner of the Government and you shall not hold yourself out as such.
- 17.7 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 17.8 The doctrine of *Contra Proferentem* shall not be applicable in this Agreement.
- 17.9 Expiry or termination of this Agreement in any manner shall not release you from any liability or responsibility with respect to any representation or warranty. Sections related to indemnification, limitation of liability, non-disclosure of information and intellectual property shall survive termination of this Agreement.
- 17.10 Waiver of any breach of this Agreement must be in writing to be effective and shall not be a waiver of any subsequent breach, nor shall it be a waiver of the underlying obligation. Should any court determine that any provision of this Agreement is not enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable.
- 17.11 You consent to the Government processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data relating to you, as appropriate. The Government may make such information available to those who provide products or services to it (such as advisers and payroll administrators), regulatory authorities and governmental or quasi-governmental organizations including those outside of Bermuda.
- 18 Governance**
- 18.1 You will inform Government promptly of all known or anticipated material problems relevant to the delivery of Services.
- 18.2 You shall be responsible for payment of all taxes associated with the provision of Services, including but not limited to payroll tax, social insurance and health insurance.
- 18.3 You agree to provide the Government (and, if Government requests in writing, its auditors and competent regulatory authorities) with full information on the provision and delivery of the Services in an open and cooperative way and attend meetings with the Government to discuss the Services and this Agreement. The Government may disclose any information



relating to this Agreement to a regulator or auditor.

- 18.4 You declare that you are in possession of all Consents necessary for the provision of Services and you will maintain such Consents at all times while providing Services.
- 18.5 You will notify the Government immediately if you have any actual or potential conflict of interest which might affect your ability to provide the Services.
- 18.6 You confirm that all payments to Government, including but not limited to, taxes and social insurance, are current. In the event that any payments are delinquent, the Government may deduct, in part or in full, any payments made to you under this Agreement.

**19 Retention of Confidential Information, Records and Audit**

- 19.1 You will retain any part of, or all, Confidential Information during the Term and following expiry or termination of this Agreement until all appeals processes are complete in the event of any litigation in connection with the Services. The Government will have full access to and the right to examine any documents connected to the Services, at any time during this period. The Government must be notified, in writing, prior to any of the aforementioned documents being destroyed.
- 19.2 You shall retain all records pertinent to this Agreement for a period of 3 years following expiration or termination hereof.
- 19.3 You shall establish and maintain books, records, and documents (including electronic storage media) in accordance with Canadian Generally Accepted Accounting Principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Government, including all receipts, invoices, payroll records and/or other documentation used to substantiate requests for payment hereunder. At any time or times before final payment and for 3 years thereafter, the Government may cause your records to be audited by a duly

authorized Public Officer. Records required to resolve an audit shall be maintained for a period of not less than 3 years following resolution of the audit or any arbitration or litigation arising hereunder.

- 19.4 The Government reserves the right to conduct periodic visits to your premises and/or audits after the commencement of this Agreement to ensure continued compliance.
- 19.5 Any payment or payment request may be reduced by amounts found by the Government not to constitute allowable costs. In the event that all payments have been made to you by the Government and an overpayment is found, you shall reimburse the Government for such overpayment within thirty (30) days following receipt of written notification thereof.
- 19.6 Duly authorized Public Officers shall have full access to and the right to examine any of the records pertinent to this Agreement at all reasonable times for as long as such records are required to be retained hereunder.
- 19.7 You shall include the aforementioned audit and record keeping requirements in all subcontracts and assignments, if any, made in accordance with this Agreement.

**20 Electronic Communication**

Government may communicate with you by email. The internet is not secure and messages sent by email can be intercepted. You shall use your best efforts to keep your security procedures current and all communications by email secure.

**21 Governing law**

This Agreement is subject to Bermuda law and you and the Government submit to the exclusive jurisdiction of the Bermuda courts in relation to this Agreement.

**22 Dispute Resolution**

- 22.1 Where the parties are unable to resolve a dispute in accordance with this Agreement the parties, upon agreement, may submit such dispute for resolution by arbitration. The tribunal shall consist of a sole



arbitrator appointed by agreement between the parties or failing such agreement by the Appointments Committee of the Chartered Institute of Arbitrators, Bermuda Branch. The procedure to be followed shall be that as laid down in the Bermuda International Conciliation and Arbitration Act 1993 and the UNCITRAL Arbitration Rules presently in force. The place of arbitration shall be Bermuda and Bermuda law shall apply. The language of the arbitration shall be English.

- 22.2 The decision and award of the arbitrator shall be delivered within three (3) months of his or her appointment, unless otherwise agreed between the parties, and shall be final and binding on the Parties and enforceable in any court of competent jurisdiction. Nothing in this section prevents or in any way restricts either party from seeking specific performance, injunctive relief or any other form of equitable remedy. The parties shall continue to perform their respective obligations during the dispute resolution process set out in this section, unless and until this Agreement is terminated in accordance with its terms.
- 22.3 The costs of the arbitration, including administrative and arbitrators' fees, shall be shared equally by the parties and each party shall bear its own costs and attorneys' and witness' fees incurred in connection with the arbitration unless the arbitrator determines that it is equitable to allocate such costs and fees differently and so orders in rendering judgment.
- 22.4 In rendering judgment, the arbitrators may not provide for punitive or similar exemplary damages.
- 22.5 The arbitration proceedings and the decision shall not be made public without the joint consent of the parties and each party shall maintain the confidentiality of such proceedings and decision unless otherwise permitted by the other party, except as otherwise required by applicable law or statutes.





## APPENDIX 1

### 1. Service Objective

*To provide landscaping services in the locations outlined in Annex C that host water treatment, water distribution, and septage/sewer infrastructure, island wide listed in the Schedule below*

ITEM     AREA

1. Fort Victoria Water Tank A
2. Fort Victoria Flushing Tank B
3. Fort Victoria Access
4. St Georges RO Plant
5. Devon Springs Plant
6. Prospect RO Plant
7. Prospect Water Catch
8. Tynes Bay RO Plant
9. Tynes Bay RO Plant Transformer area
10. Arboretum Pump Station
11. Prospect Road Sewer & Manhole
12. Frog Lane Water Truck Outlet
13. Aoelia Drive Pipeline Access
14. Dutton Avenue Sewer Line
15. Mary Victoria Sewer Line
16. Port Royal Truckers Outlet
17. Tudor Hill RO Plant
18. Tudor Hill Water Catch.

**Specific hours of availability to  
provide Services:**

**Monday to Saturday 7:00 am – 5:00 pm**

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**2. Representative**

The following person or organization has been designated as the Representative and will be providing the Services to the Government:

<b>Resource</b>	<b>Contact Details</b>	<b>Role</b>
	Tel Number:	
	Mobile Number:	
	email:	
	Tel Number:	
	Mobile Number:	
	email:	
	Tel Number:	
	Mobile Number:	
	email:	

You agree to promptly inform the Government should there be any changes to the Representatives.

**3. Services provided by Supplier**

3.1 You will report to your contact [Rene Clarke], and provide the following services:

(a) Landscaping service.

3.2 You shall undertake any other supplementary services that may be delegated to you.

## ANNEX B - Price Breakdown

(Note: all sheets form part of the tender)

Having examined the Request for Proposal Documents and visited the sites for landscape work, the Completed Price Breakdown Schedule details the costs to complete and maintain the stated works described in the accompanying Proposal Required Deliverables in accordance with the terms and conditions outlined in the draft contract, scope of services and other related documents for the sum(s) detailed in the following:

### Landscaping Works

ITEM	AREA	Initial Clearance	Initial Clearance Lump Sum	Monthly Works April-Sept Lump Sum	Monthly Works Oct-Mar Lump Sum	TOTAL
1.	Fort Victoria Water Tank A	Clearance of tank extremities				
2.	Fort Victoria Flushing Tank B	Clearance of tank extremities				
3.	Fort Victoria Access	Clearance of access way for vehicles				
4.	St Georges RO Plant	Clearance of area for pedestrian access				
5.	Devon Springs Plant	Clearance of area for vehicle and pedestrian access				
6.	Prospect RO Plant	Trim hedges and keep walkway and ground area clear				
7.	Prospect Water Catch	Remove sapling trees & trim hedges and keep ground area clear				
8.	Tynes Bay RO Plant	Remove sapling trees & trim hedges and keep walkway and ground area clear				
9.	Tynes Bay RO Plant Transformer area	Clearance of area for pedestrian access				
10.	Arboretum Pump Station	Clearance around Building and keep walkways clear				
11.	Prospect Road Sewer Line	Clearance along sewer for vehicle and pedestrian access				
12.	Frog Lane Water Truck Outlet	Trim hedges and keep walkway and ground area clear				

ITEM	AREA	Initial Clearance	Initial Clearance Lump Sum	Monthly Works April-Sept Lump Sum	Monthly Works Oct-Mar Lump Sum	TOTAL
13.	Aoelia Drive Pipeline Access	Clearance of access way for vehicles				
14.	Dutton Avenue Sewer Line	Clearance along sewer for vehicle and pedestrian access				
15.	Mary Victoria Sewer Line	Clearance along sewer for vehicle and pedestrian access				
16.	Port Royal Truckers Outlet	Trim hedges and keep walkway and ground area clear				
17.	Tudor Hill RO Plant	Clearance around Building and keep walkways vehicular access clear				
18.	Tudor Hill Water Catch	Remove sapling trees & trim hedges and keep ground area clear				
11.	<p><b>Contractor specified items:</b> Any elements of work or expenditure not covered elsewhere in the Tender Price Analysis and are necessary in the execution of this work.</p> <p>Bidder to itemise:</p>					
		<b>TOTAL TENDER SUM FOR LANDSCAPE WORKS</b>	Lump Sum			
				<p>Number of sheets, appended by the bidder to this Form ..... (If nil, enter NIL).</p> <p><b>SIGNED ON BEHALF OF BIDDER:</b> . . . . .</p> <p>.....</p> <p>.....</p>		

## Labour and Mark-Up Rates

(Note: all sheets form part of the tender)

### Labour & Equipment Rates for Landscape Works

ITEM	DESCRIPTION	QUANTITY	RATE
1.	<b>Foreman/Site Supervisor</b>	Hourly Rate	
2.	<b>Landscape Labourer</b>	Hourly Rate	
3.	<b>Licenced Chainsaw Operative</b>	Hourly Rate	
4.	<b>Chainsaw</b>	Hourly Rate	
5.	<b>Vegetation Chipper (15hp)</b>	Hourly Rate	
6.	<b>Truck</b>	Hourly Rate	
7.	<b>Contractor specified items:</b> Additional Day Work Rates for Labour, Materials or Equipment necessary for the execution of this work.		

### Mark-Up Rates for Landscape Works

ITEM	DESCRIPTION	RATE (%)
1.	<b>Overhead and Mark-Up (own work)</b>	
2.	<b>Mark-Up (Sub-Contracted labour and materials &amp; Disposal fees)</b>	

**ANNEX C - LOCAL BENEFITS**  
**(SOCIAL, ECONOMIC AND ENVIRONMENTAL)**

**All pages of this form must be completed and returned with the Proponent's response.**

This form is used to gather information to influence and help the economic transformation and enable meaningful participation of Bermudians and "specified business" in Bermuda's economy. This form looks at the ownership, management structures, and skill development opportunities and to learn more about the businesses bidding on Government Contracts. The Government's aim is to increase access to local economic activities and encourage skills training opportunities for Bermudians and the Government's use of specified businesses.

Rated criteria in the Government's Standard Evaluation Matrix Section 3 is equivalent to mandatory 30% of the overall score. It helps the public officers to measure, promote equal opportunities, and optimize the participation of specified businesses.

Date: .....

**Ownership:**

- 1. **Bermudian Owned Business**..... Yes  No
  
- 2. Are you defined as a "Specified Business" in Bermuda (Small or Medium Sized)?  
 Yes  No  
 Other \_\_\_\_\_

Definition - Reference the Code of Practice Project Management and Procurement - (page 8 and 9) "**specified business**" means a Bermudian-owned and owner-operated business enterprise with such characteristics as the Bermuda Economic Development Corporation may determine and – (A) gross annual sales of less than one million dollars, or an annual payroll of less than five hundred thousand dollars; or (B) a least three of the following attributes: (i) gross annual revenue of between \$1,000,000 and \$5,000,000; (ii) net assets of less than \$2,500,000; (iii) an annual payroll of between \$500,000 and \$2,500,000; (iv) between a minimum of 11 and a maximum of 50 employees; and (v) been in operation for a minimum of 10 years.

- 3. Provide a copy of the Certificate of Incorporation (if applicable).  
  
Copy attached  Yes  No

4. Number of employees/Bermudians

Please indicate the total number of persons employed by the company and the number and percentage of Bermudian employees.

NUMBER OF NON-BERMUDIANS:	
NUMBER OF BERMUDIANS:	
NUMBER OF EMPLOYEES:	
PERCENTAGE OF BERMUDIANS:	

**Management Control**

5. INCUMBENCY CERTIFICATE

The undersigned being the secretary of the company has named below (the "Company"), a company duly organised and existing under the laws of the Islands of Bermuda and having its registered office as set out below **DO HEREBY CERTIFY** that the following is a true and correct listing of the Directors and Officers of the Company in full force and effect as of the date hereof.

DIRECTORS

ALTERNATE DIRECTORS

List names and titles

List names and titles

OFFICERS

List names and titles

IN WITNESS WHEREOF I have hereunto set my signature in accordance with the Bye-Laws of the Company.

Company Name: .....

**Skill Development - Apprenticeships/training opportunities**

6. Do you offer apprenticeships/training opportunities? \_\_\_\_\_

7. Does your business offer Bermudian's apprenticeships/training opportunities?  
 Yes    No

8. Does your business offer Bermudian's internship opportunities?  
 Yes    No

9. If yes, to questions 8 and 9, what apprenticeship or training opportunities exist, please indicate below. (add more lines as needed)

NUMBER	NAME	NON BERMUDIAN	BERMUDIAN	APPRENTICESHIPS OR TRAINING OFFERED BY YOUR COMPANY (month/year)

**Preference Procurement**

10. Will the proponent use Bermuda specified businesses in their supply chain?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, then please provide an explanation \_\_\_\_\_

11. Will the proponent use Bermuda specified business sub-contractors (if applicable)?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, then please provide an explanation \_\_\_\_\_

---



## Enterprise and Supplier Development

### Safety, Health and Environmental Policies

#### 12. Safety and Health, Sustainability and Environmental Policies

Please indicate whether the business has a:

- a) Safety and Health Policy,  
 Yes                       No,    if yes, then please provide a copy.
  
- b) Sustainable Goods and Services Policy  
 Yes                       No,    if yes, then please provide a copy.
  
- c) Environmental Policy.  
 Yes                       No,    if yes, then please provide a copy.

## ANNEX D-PROJECT PERSONNEL QUALIFICATIONS AND REFERENCES

(Note: all sheets form part of the proponent proposal)

Provide a two page CV for key personnel (team leader, managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the deliverables.

**Company Name:** \_\_\_\_\_

Employee Name	Title	Date Employment Commenced and Total Years of Experience	Certifications and Dates Received
<b>Relevant Experience (From most recent):</b>			
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:	

<b>References no.1</b> <i>(minimum of 3):</i>	<b>Name and Title:</b> <b>Project:</b> <b>Organization:</b> <b>Contact Information – Address; Phone; Email; etc.:</b>	
<b>Reference no.2</b>	<b>Name and Title:</b> <b>Project:</b> <b>Organization:</b> <b>Contact Information – Address; Phone; Email; etc.:</b>	
<b>Reference no.3</b>	<b>Name and Title:</b> <b>Project:</b> <b>Organization:</b> <b>Contact Information – Address; Phone; Email; etc.:</b>	

## **ANNEX E – SITES TO BE SERVICED**

The following list gives the areas to be serviced shown on the attached pictures:

<b>ITEM</b>	<b>AREA</b>
1.	Fort Victoria Water Tank A
2.	Fort Victoria Flushing Tank B
3.	Fort Victoria Access
4.	St Georges RO Plant
5.	Devon Springs Plant
6.	Prospect RO Plant
7.	Prospect Water Catch
8.	Tynes Bay RO Plant
9.	Tynes Bay RO Plant Transformer area
10.	Arboretum Pump Station
11.	Prospect Road Sewer & Manhole
12.	Frog Lane Water Truck Outlet
13.	Aoelia Drive Pipeline Access
14.	Dutton Avenue Sewer Line
15.	Mary Victoria Sewer Line
16.	Port Royal Truckers Outlet
17.	Tudor Hill RO Plant
18.	Tudor Hill Water Catch.

# ITEM 1 - Fort Victoria Tank A St Georges



## Item 2 - Fort Victoria Tank B





**ITEM 3 - Fort Victoria Access St Georges**





# ITEM 4- St Georges RO Plant, St Georges Club





**ITEM 5- Devon Springs Plant, 46 Devon Springs Rd**



# ITEM 6 - Prospect RO Plant, 10 Fort Hill Rd



## Item 7 - Prospect Water Catch





# Item 8 - Tynes Bay RO Plant



# Item 9 - Tynes Bay Transformer



# Item 10 - Arboretum Pump Station





**Item 11 - Prospect Road Sewer**





# Item 12 - Frog Lane Truckers Outlet





**Item 13 - Aeolia Drive Pipeline Access**



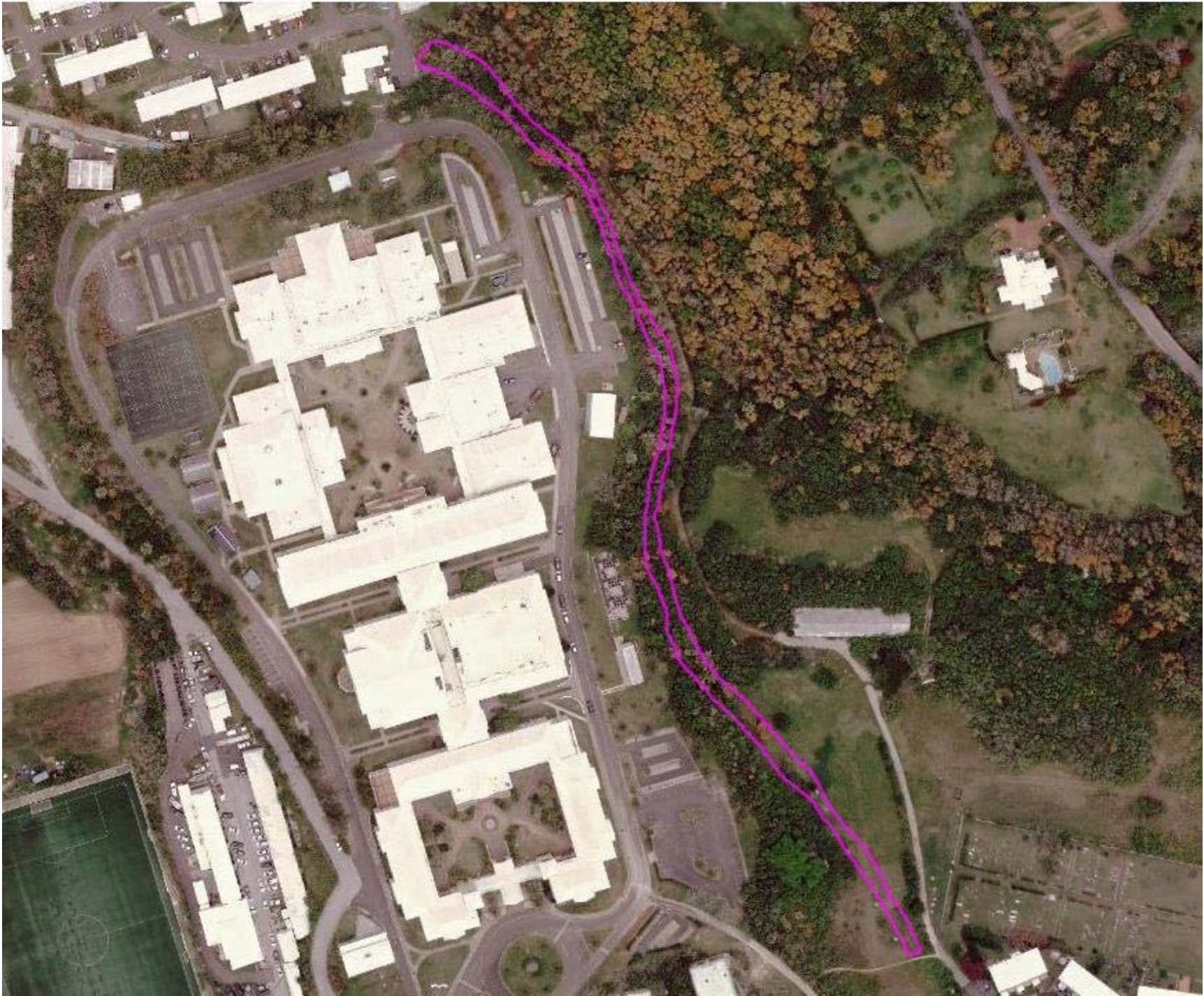


**Item 14 - Dutton Ave Sewer Line**



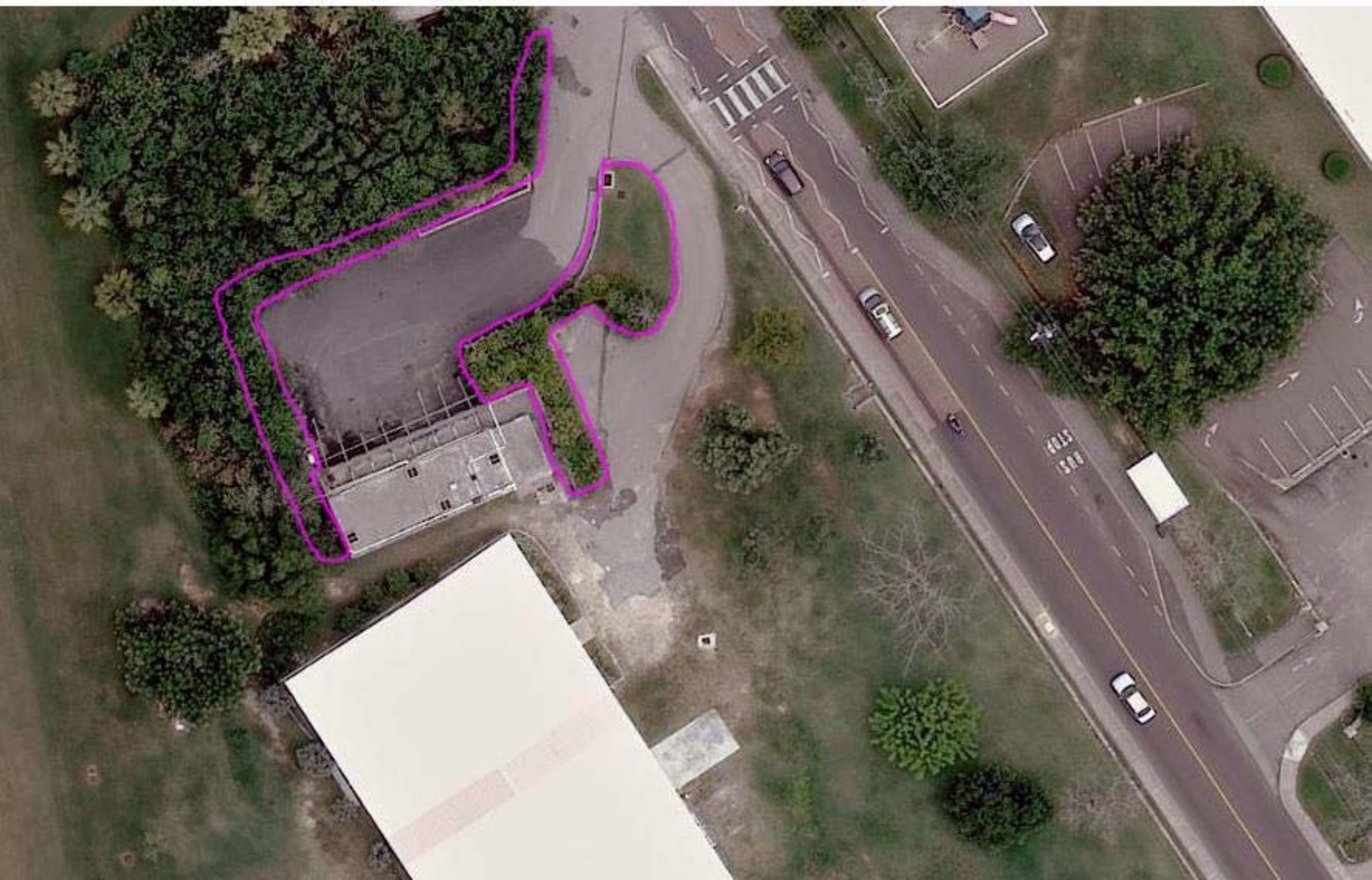


# Item 15 - Mary Victoria Sewer Line





# Item 16 - Port Royal Truckers Outlet





# Item 17 - Tudor Hill RO Plant





## Item 18 - Tudor Hill Water Catch

