



Ministry of Public Works And Environment
Department of Works and Engineering

Request for Quotations
For
Site Investigation and Structural Assessment

Request for Quotations No.: **PROS-SI-2025**

Issued: **Monday June 30, 2025**

Submission Deadline: **Friday July 25, 2025 03:00:00 PM Bermuda local time**

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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 **Site Investigation and Structural Assessment**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The existing Reservoir is 225ft long 33ft wide 26ft deep. All work is to be carried out under the supervision of a Registered Engineer. This work involves the wet core sampling of the concrete floor and walls to determine the existence of possible voids. Subsequent to the cores trenches are to be cut into the floor as directed by the Ministry Engineer. There are 20 no. Concrete support beams for the roof structure which are to be inspected by sounding or alternative means to ensure the concrete is sound and the reinforcement cover is fully intact. The supports of the beams to be inspected to ensure proper integrity.

This Proposal involves:

Removal of unsound and loose materials.

Core 113 No. 4” core drillings as indicated on the supplied drawings.

Excavate a trench to below concrete slab between core drillings where a void is determined under the floor slab.

1.2 RFQ Contact

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

Mr. J. Tarik Christopher
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.

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

Mr. J. Tarik Christopher

tjchristopher@gov.bm

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 6 months, with an option in favour of the Government to extend the contract terms and conditions acceptable to the Government and the selected respondent for an additional term of up to 6 months.

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

1.4 RFQ Timetable

1.4.1 Key Dates

Issue Date of RFQ	Monday June 30, 2025
Pre-Bid / Site Meeting	Monday July 07, 2025 10:00 AM
Deadline for Questions	Monday July 14, 2025
Deadline for Issuing Addenda	Monday July 21, 2025
Submission Deadline	Friday July 25, 2025 03:00:00 PM
Rectification Period	7 business days
Anticipated Execution of Agreement	Monday August 04, 2025

All times listed are in Bermuda local time. The RFQ timetable is tentative only, and may be changed by the Government at any time. For greater clarity, business days mean all days that the Government is open for business.

1.4.2 Site Visit / Pre-Bid Meeting

Respondents or their official representative(s) on their own cost and responsibility are advised to attend the Pre-Bid meeting and Site tour to examine the site of the proposed work, so as to be fully acquainted with existing conditions and limitations. While attendance is not mandatory Respondents are strongly advised to attend and attendance will be part of the bid assessment.

2. A site visit for all Respondents will be conducted at 10:00 AM, AST Monday, July 7, 2025 at the Fort Prospect Site, Fort Hill Rd Devonshire.

3. The Ministry reserves the right to refuse any request for individual conducted site tours, at any other time than that identified in this RFQ.

4. The Respondent may schedule additional site visits for further investigations by contacting the RFQ Contact.

5. The Respondents or their official representative must register their presence with the RFQ Contact at the start of the meeting stating the name of the company they represent their email address, and phone number.

6. The purpose of the meeting will be to visually review the site conditions, clarify issues and to answer questions on any matter that may be raised at that stage.

7. Minutes of the meeting, including copies of the questions raised and responses given, will be furnished expeditiously to Respondents. Any modification of the RFQ documents that may become necessary as a result of the site tour meeting will be made and furnished to all Respondents.

8. The Respondent shall be deemed to have satisfied themselves as to the form and nature of the site, the quantities and nature of the Work and materials necessary for the completion of the Works, and in general to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or affect his Proposal.

9. Respondents shall make their own assessment of existing facilities, conditions and difficulties which will attend the execution of the Works called for by the proposed works contract; including local conditions, constraints due to working in an occupied area, labour conditions, uncertainty of weather, difficulties with access, and all other reasonable contingencies. Respondents shall satisfy themselves by personal examination of the site of the proposed Works and by such other means as they choose as to actual conditions and requirements, and as to the quantities required.

10. No after claim will be allowed or considered for any work that may be required for the proper execution and completion of the work, due to failure by the Respondent to examine the site and make proper allowances for the conditions to be encountered.

1.5 Submission of Quotations

1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted to:

Interested parties are invited to respond to this RFQ by submitting a response to the Ministry of Public Works, Head Office (hand-delivered, regular mail or email submissions are acceptable) located at:

Ministry of Public Works, Head Office
3rd Floor General Post Office Building,
56 Church Street,
Hamilton Bermuda

IMPORTANT: ALL HARD COPY SUBMITALS MUST BE PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE MINISTRY OF PUBLIC WORKS

Responses should be labelled "RFQ-Site Investigation and Structural Assessment - PROS-SI-2025" and include a statement of interest and information as requested in the description of requirements and output.

Electronic mail (E-Mail) submissions are accepted at publicworkstender@gov.bm.

If documents are larger than ten (10) MB, please send them within a zip file.

In the subject line of the email, please state "RFQ - Site Investigation and Structural Assessment PROS-SI-2025". Please ensure to send a copy of your proposal in Adobe or equivalent PDF format.

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 1 original signed hard copies of their quotation or one (1) electronic copy (e-copy) in Adobe PDF format. If both a hard copy and e-copy of the quotation is submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the quotation, the hard copy of the quotation will prevail.

The original and all copies of the quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the respondent. This authorization shall consist of a written authorization and shall be attached to the Submission Form included in (Appendix B). The name and position held by each person signing the authorization must be typed or printed below the signature. An Electronic Record of Signature will be accepted in the submission only in accordance with the requirements laid out in the *Electronic Transactions Act 1999*. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the quotation.

Quotations should be submitted in a sealed package and prominently marked with the RFQ title and number (see RFQ cover) and will not be opened until Friday July 25, 2025 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. If a quotation fails to satisfy all of the mandatory submission requirements, the Government will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its quotation will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix D).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Government will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix D) have been met. Questions or queries on the part of the Government as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The Government will evaluate each qualified quotation on the basis of the rated criteria as set out in Section F of the RFQ Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in each qualified quotation in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of the price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the 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-notice>. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

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

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once the 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 Complaints and Disputes procedures. The notice must provide detailed explanation of the respondent's concern with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to,

compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

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

3.4.3 Disqualification for Prohibited Conduct

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

3.4.4 Prohibited Respondent Communications

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

3.4.5 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any 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

The respondent represents, warrants, and covenants that, in connection with activities performed under this Agreement or on behalf of the Government, the respondent has not and will not offer, promise, authorise, pay, or act in furtherance of an offer, promise, authorization, or payment of anything of value, directly or indirectly, to a Government Official (as hereinafter defined), political party or party official, candidate for political office, or official of a public international organisation, in order to obtain or retain business, to secure an improper advantage or benefit of any kind or nature to person(s) related, associated or linked to the Government Official, or to secure or influence discretionary action, inaction or a decision of a Government Official(s). For purposes of this quotation, the term "Government Official" shall mean and include any official, public officer or employee of the Government, as well as an official or employee in the judicial, legislative, or military, anyone acting in an official capacity for the Government, or any immediate family member of such persons. The respondent represents, warrants, and covenants that it has complied and will comply with *The Bribery Act 2016* and all other applicable laws of any relevant jurisdiction in connection with the performance of this Agreement. Without limiting the generality of the foregoing, the respondent represents, warrants, and covenants that it has not and will not take

any action that would cause the Government or anyone acting on their behalf to violate or be subjected to penalties under *The Bribery Act 2016*, or the applicable anti-corruption laws of other countries.

The respondent acknowledges and agrees that in the event that the Government believes, in good faith, that the respondent has breached this section, the Government shall have the right to immediately withdraw and terminate this opportunity and terminate any or all other agreements with the respondent.

3.4.8 Past Performance or Past Conduct

The Government may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Government, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.4.9 No Collusion

Respondents must not engage in any collusion and must sign the certificate as set out in the Certificate of Confirmation of Non-Collusion (Appendix E).

3.5 Confidential Information

3.5.1 Confidential Information of the Government

All information provided by or obtained from the Government in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the Government and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Government; and
- (d) must be returned by the respondent to the Government immediately upon the request of the Government.

3.5.2 Confidential Information of Respondent

- (a) A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal.

- (b) Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.
- (c) The respondent is responsible to ensure that they comply with the *Personal Information Protection Act 2016* ("PIPA"), related to any information in the respondent's custody, care or control.

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract

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

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

3.6.2 No Contract until Execution of Written 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:

- (a) where no qualitatively or financially worthwhile offer has been received or there has been no valid response at all;

- (b) the economic or technical parameters of the project have changed fundamentally;
- (c) exceptional circumstances or force majeure render normal implementation of the project impossible;
- (d) all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or
- (e) 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 (Annex C) are intended to provide advance notice of some of the key contractual provisions of the Agreement, including indemnities, limitation of liabilities, service requirements, etc. that form the basis for commencing Agreement between the Government and the selected respondent.

This document is completed and signed at the time of contract award; it does not have to be completed for the Proposal Submittal.

Please note that the completion time shown on the sample Form of Agreement can be modified per mutual agreement based on the Proponent's proposed Work Schedule.

APPENDIX B – SUBMISSION FORM

1. Respondent Information

<p>Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.</p> <p>If the company is incorporated and registered, then a Certificate of Incorporation and a Certificate of Incumbency is required and must be submitted with the Submission Form.</p> <p><u>Declaration of Interest:</u> The respondent shall provide details of its ownership and/or managerial structure upon request from the Government. The respondent shall also provide a statement of whether or not it has any relevant and material interest relevant to the provision of Goods or Services. Such statement shall be provided at least annually or if there is any change in the interest of the respondent.</p>	
Full Legal Name of Respondent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State, Parish:	
Country	
Postal Code:	
Phone Number with Area Code:	
Respondent's Social Insurance Number issued by the Government of Bermuda:	
Respondent's Payroll Tax Number issued by the Government of Bermuda:	
Respondent's Registration Number issued by the Bermuda Registrar of Companies (if incorporated):	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	

Respondent Contact Email:	
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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:

8. Disclosure of Information

Any information collected or used by or on behalf of the Government under this solicitation document is subject to the Public Access to Information Act 2010 ("Act"). The information belongs to a class of information that might be made available to the general public unless it is contained in a record that is exempt from disclosure under the Act. Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this solicitation document.

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

SAMPLE CERTIFICATE OF INCUMBENCY

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

DIRECTORS

List

ALTERNATE DIRECTORS

List

OFFICERS

List

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

Company Name:

Date:

Secretary/Director

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Respondents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their quotations, or, if there is no table below, by completing the attached form and including it in their quotations.
- (b) Pricing must be provided in Bermuda funds, inclusive of all applicable duties and taxes, which should be itemized separately.
- (c) Pricing quoted by the respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 40 percent 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 proponent shall fill in separate prices for all items of works described in the Price Breakdown. Items against which no price is entered by the proponent will not be paid for by the Government when executed and shall be deemed covered by the other lump sum prices in the Price Breakdown.

Pricing will be scored based on a relative pricing formula. Pricing Scores are calculated using a linear slope from full points to the lowest bidder that satisfies all Mandatory and Technical Requirements, to zero points for bids at double the lowest bidder's price and above.

In addition to any rectification processes, or rights to verify, clarify and supplement,

- 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.
- Arithmetical errors will be rectified on the following basis:
 - 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 Proponent 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;
 - Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and

- 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.

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

Deliverable Category	Pricing Structure	Instructions	Price
Core Drilling	Lump Sum	N/A	
Support Beam Inspection	Lump Sum	N/A	
Submittals	Lump Sum	N/A	

See Annex D for Pricing Schedule

APPENDIX D – RFQ PARTICULARS

A. THE DELIVERABLES

Core Drilling

This project involves the drilling of 113 No core holes through the existing concrete structure down to the underlying rock that supports the concrete and behind the walls. A log of each core is required together with a photographic record of each core containing a scale to show the depth of concrete. The presence of any reinforcement shall be noted and added to the log of the coring.

Support Beam Inspection

Carry out a structural condition assessment of each support beam. Investigate the concrete uniformity; presence of cavities and cracks; delamination surface deterioration. An assessment report is required for each beam together with photographic records. A further assessment of the beams support conditions are required also.

Submittals

1. Structural Condition assessment report signed off by a Registered Engineer. 4 hard copies are to be submitted to the Ministry's Engineer as they become available.
2. A draft report shall be submitted to the Ministry prior to final issue.
3. A weekly progress report is required to be submitted to the Client

B. MATERIAL DISCLOSURES

Core Drilling

Site Safety

Safety is of the utmost importance throughout these works. The work site may contain potential hazards and Safety and Health must be given the highest priority. All work shall be carried out in accordance with the current Health and Safety Legislation of Bermuda.

The successful respondent is responsible for the delivery of their works in compliance with the Occupational Safety & Health Regulations 2009. Any deviation from the approved method statements and Site Safety plan shall not be tolerated and may lead to termination of the contract.

Support Beam Inspection

Site Safety

Safety is of the utmost importance throughout these works. The work site may contain potential hazards and Safety and Health must be given the highest priority. All work shall be carried out in accordance with the current Health and Safety Legislation of Bermuda.

The successful respondent is responsible for the delivery of their works in compliance with the Occupational Safety & Health Regulations 2009. Any deviation from the approved method statements and Site Safety plan shall not be tolerated and may lead to termination of the contract.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

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

2. Pricing (Appendix C)

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

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

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

4. Company Certificate of Incorporation

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

5. Other Mandatory Submission Requirements

Method Statement, List of Equipment and Timetable

The proponent must provide a detailed method statement with the applicable timetable for all deliverables.

The method statement will be used to judge understanding of the works, capacity to meet the schedule and requirements of the tender, and assumptions for pricing.

Method Statement for each key activity should show construction methods, equipment, workers on site, materials and general methodology for carrying out the Work. Method Statement should show Health and Safety measures to identified risks.

The time table should show duration for key activities and key milestones in the construction process. Relate Method Statement to activities shown on Timetable.

D. MANDATORY TECHNICAL REQUIREMENTS

Certification

Respondents must have a minimum of 10 years of experience in undertaking structural condition assessments

E. PRE-CONDITIONS OF AWARD

Financial Checks

Prior to awarding a contract to the selected respondent, the contracting department will perform financial checks to confirm whether the respondent is delinquent in making payments to the

Government for Social Insurance contributions, Payroll Tax or any other debt recorded by the Accountant General's Debt Collection Section, and will perform a check with the Bermuda Registrar of Companies to confirm whether the respondent is a proper legal entity that is in good standing.

Proof of Insurance

The successful proponent shall furnish the Government with the following:

Copy of the certificates of Insurance issued by the Comprehensive General Liability Insurer of the Structural Engineering Consultant. Minimum coverage required is BDA\$1,000,000.

Copy of the certificates of Insurance issued by the Professional Liability Insurer of the Structural Engineering Consultant. Minimum coverage required is BDA\$1,000,000.

The insurance covered by the certificate will not be canceled or materially altered, except after thirty (30) calendar days written notice has been received by the Government. (Endorsements to the Policy that name the Government as an Additional insured and establishment of cancellation notice are required).

Health and Safety

The successful proponent shall furnish the Government with the following Health and Safety Forms within 15 calendar days after award of contract and before any work begins at the site:

* Construction Project Safety Plan

* COVID-19 Safety Checklist

* Notice of Commencement of Construction Work.

All works must be carried out in strict accordance with the Bermuda Occupational Safety and Health Act, 1982 and Occupation Safety and Health Regulations of 2009. The primary contractor is required to provide the information requested in the Notice of Commencement of Construction Work Form to the Ministry of Health, Safety and Health by the statutory requirement outlined in Regulation 264 of the Occupational Safety and Health Regulations 2009.

All Government buildings and work sites are designated as alcohol, smoke, and drug-free.

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	40	N/A
2	Local Benefits	40	N/A
3	Experience, Capability, and References	15	N/A
4	Schedule	5	N/A

Total Points	100	
---------------------	-----	--

1. Pricing

See Appendix C - Pricing

2. Local Benefits

The Government has established the minimum evaluation weight regarding Local Benefits for this procurement at 40% of the total points.

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

- Is the proponent a local specified business? (See the Code of Practice for Project Management and Procurement on the Government's Portal for the definition of "Specified Business")
- Local Workforce Utilization
 - Number of Bermudians employed by the proponent.
 - Engagement of Bermudian employee (%) during the project.
 - Use of local specified businesses in the proponent's supply chain.
 - Use of local specified business as subcontractors (if applicable).
- Safety and Health record of the proponent for the three immediately preceding years of reporting
- Operational Environmental considerations and policy for their working site and projects. (each proponent to provide a copy)

See Annex A - Social, Economic and Environmental (Local Benefits)

3. Experience, Capability, and References

Each proponent should provide the following in its proposal:

1. a brief description of the proponent;
2. a description of its knowledge, skills, and experience relevant to the Deliverables; and
3. the roles and responsibilities of the proponent and any of its agents, employees, and subcontractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

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

- Are sufficient people with the requisite skills assigned to the project?
- Does the project team understand the Government's needs?
- Does the proponent clearly demonstrate the ability to meet the Government's requirements?
- Does the proponent have the support capability required?
- Can the proponent lead, facilitate, and coordinate project planning and execution?
- Do the persons who will be working on the project have the necessary skills?
- Has the proponent performed well on previous Government Projects?
- Is the proponent able to complete the work within the required timeframe?

- Does the proponent offer evidence that they have sufficient, suitably experienced resources available to complete the work?
- Does the bidder have a good track record of ensuring the health, safety, and welfare at work for all their employees?
- Were the proponent's referees positive about their experience of working with the contractor/vendor/supplier, and would they use the Proponent again?

See Annex B - Company Qualifications and References

4. Schedule

The following will be considered when reviewing the proponent's proposal:

- Is the proponent able to complete the work within the required timeframe?
- Does the proponent clearly demonstrate the ability to meet the Government's requirements?
- Can the proponent lead, facilitate and coordinate project planning and execution?

APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Respondent

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

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

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

Any Respondent that submits false information in response to this Request for Quotations (RFQ), and any other person or entity involved in collusion, may be excluded from competing for future contracts tendered by the Government of Bermuda.

Confirmation of non-collusion

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

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

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

- (a) communicating to a person other than the RFQ Contact the amount or approximate amount of my/our proposed quote (other than in confidence in order to obtain quotations necessary for the preparation of the quote for insurance);
- (b) entering into any agreement or arrangement with any other person that he shall refrain from competing or as to the amount of any quotation to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this procurement.

By signing this document, I/we have read and agree to its terms and conditions.

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____

ANNEX A

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 in an effort to gather information 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 along with 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 equality opportunities, and optimize the participation of specified businesses.

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 - According to the Code of Practice Project Management and Procurement, "**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) at 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 it's 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 and ALTERNATE DIRECTORS

NAME	TITLE

OFFICERS

NAME	TITLE

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?

☐ Yes ☐ No

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 6 and 8, what apprenticeship or training opportunities exist, please indicate below. (add more lines as needed)

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

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

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.

Date: _____

Company Name: _____

ANNEX B

COMPANY QUALIFICATIONS AND REFERENCES

Name of Company: _____

1. The Company has been engaged in business, under the present business name for _____ years.
2. Experience in work of a nature similar to that covered in the proposal documents extends over a period of _____ years.
3. The following contracts have been satisfactorily completed in the last three (3) years for the persons, companies or authorities indicated:

	Year	Type of Work	Contract Amount	Location and for Whom Performed
(a)				
(b)				
(c)				

4. The following person may be contacted for information concerning the work listed above (list a reference for each contract named):

	Name	Title	Address	Telephone
(a)				
(b)				
(c)				

5. The following contracts are no longer current but have been satisfactorily completed in the last five (5) years for the persons, companies or authorities indicated:

	Year	Type of Work	Contract Amount	Location and for Whom Performed
(a)				
(b)				
(c)				

ANNEX C

[Project Title]

THIS SERVICES AGREEMENT (“**Agreement**”) is made the [Insert date] (the “**Effective Date**”)

BY AND BETWEEN:

- (1) The Government of Bermuda as described in Schedule 1 (hereinafter referred to as the “**Government**”)
- (2) The supplier of services under this Agreement (whose name and contact details are fully set out in Schedule 1 to this Agreement and is hereinafter referred to as “**Supplier**” or “**you**”).

The Government and you are individually referred to as a “**party**” and collectively as the “**parties**”.

This Agreement, which consists of the General Terms and Conditions, Schedule 1 and Appendices 1 & 2, sets out the terms and conditions upon which you will provide services to the Government.

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 Appendices hereto:

“**Agreement**” means this Services Agreement and includes these General Terms and Conditions, Schedule 1 and Appendices 1 & 2;

“**Appendix 1**” contains the statement of work or “**SOW**” as provided by the Supplier;

“**Appendix 2**” contains supplemental correspondence/documentation between the Supplier and the Government;

“**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 including infringement of Software, 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 1;

“**Completion Date**” means the date of the completion of the Services as set out in Schedule 1;

“**Confidential Information**” means the terms of this Agreement as well as any information or Data disclosed 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 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, immigration approvals, authorizations or other consents;

“Data” means logbooks, records or data files used or created pursuant to the Services (including electronic storage media, Software, Source Code, any 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 addresses, date, time, duration), and other relevant data connected with the Services;

“Documents” means written advice, project specifications, designs, drawings, plans, specifications, reports, tenders, proposals or other information and documents, technical specifications related to the Software or Services provided by the Supplier or the Representative;

“Equipment” means any Supplier provided equipment including any mobile devices, hardware, Software or cables used to provide the Service;

“Expense” means all expenses (including legal expenses), charges and costs (including all costs, fees, charges, fines and penalties related to travel and accommodation) and penalties;

“Fee(s)” means the gross 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 1, 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;

“Loss” means all losses, Claims, damages, costs, fees, charges, Expenses, 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, whether foreseen, foreseeable, unforeseen or unforeseeable;

“Objective” means the targets, results or goals to be achieved as specified in Schedule 1;

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

“PIPA” means the *Personal Information Protection Act 2016*;

“Representative(s)” means, the person(s) providing the Services on the Supplier’s behalf and includes any person engaged by the Supplier;

“Schedule 1” contains details of the parties, the Fee, Term, Insurance Policies and other special conditions;

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

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

“Software” means the Supplier provided software including modified software, third party software and bespoke software used for the Equipment and the Services;

“**Source Code**” means the source code within the Software, in the language in which the Software was written, together with all Documents, all of a level sufficient to enable the Government's personnel to understand, develop and maintain that Software.

“**Term**” means the term of this Agreement as set out in Schedule 1.

2 Provision of Services

- 2.1 You and the Representative agree to perform and complete the Services in accordance with and subject to Schedule 1, Appendix 1 and these General Terms and Conditions and the Government agree to pay the Fee for the Services.
- 2.2 In the event of inconsistency between Schedule 1, Appendix 1 and these General Terms and Conditions, then the order of precedence to resolve any such inconsistency shall be as follows: (i) the SOW; (ii) Schedule 1; and (iii) these General Terms and Conditions.
- 2.3 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. Details of the Representative shall be set out in Appendix 1.
- 2.4 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.
- 2.5 You may not subcontract your obligations under this Agreement beyond using the Representative, without Government's prior written consent and you, and you shall ensure that, the Representative co-operates with the Government's employees to effectively carry out your obligations under this Agreement.
- 2.6 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.

- 2.7 You will seek 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.
- 2.8 Documents: You shall provide Documents 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 portions of the Documents notwithstanding any provisions expressed or implied to the contrary.
- 2.9 You acknowledge that the Government will be:
- a) relying on the accuracy of the contents of the Documents 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; and
 - c) using your reports and any other advice and assistance provided under this Agreement.
- 2.10 Security Procedures: The Services shall be provided in such place and location as instructed by the Government.
- 2.11 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.
- 2.12 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.

2.13 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.

2.14 Services are provided on a **non-exclusive** basis to the Government in Bermuda.

3 Government Responsibilities

The Government shall disclose all information and provide reasonable and agreed computer facilities and access necessary for you to provide the Services.

4 Additional Services

4.1 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.

4.2 All Change Orders are subject to the terms and conditions of this Agreement.

4.3 Fees for additional services shall be agreed by the Government in writing prior to any additional services being performed.

5 Fees, Invoicing and Payment

5.1 The Government shall compensate you the Fee for the Services in arrears during the Term. The Fee shall be set out in Schedule 1 and paid in US\$. The Fee has been calculated to take account of payroll tax and social insurance contributions that, as a non-employee, you are required to pay in full.

5.2 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.

5.3 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) if you have not delivered the Services or any part of the Services, as required;

c) where the Government has suffered loss by your failure to follow instructions or exercise due diligence;

d) if you cause damage to Government property, the value of replacement or repair of the damaged property shall be deducted from the Fee;

e) if you leave or terminate this Agreement without giving the required notice, the value of the Fee for the notice period may be deducted; and

f) 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.

5.4 You will only be paid the Fee for the hours that you provide services. For the avoidance of doubt, you will not be paid during any time that you do not provide Services and you will not be paid for public holidays.

5.5 **Invoicing:** 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.

5.6 Government shall pay the Fee 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.

5.7 Your failure to submit a proper invoice in a timely manner may result in a delay in payment by the Government. You agree that the Government is not responsible, nor will it be liable to you or under law or equity for any interest or expenses that you may incur resulting from any delays in payment caused by your failure to comply with your obligations under this Agreement.

6 Expenses

6.1 Neither you, nor the Representative, are allowed to incur Expenses associated with the provision of the Services without having received prior written consent from the Government. You shall be liable for all Expenses not prior approved.

6.2 If prior approved, all air travel shall be at economy class, unless otherwise agreed in writing.

6.3 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.

6.4 Except for the Fee and any approved Expenses, no other amounts are payable by the Government to you. Government may set off any amounts owed by you to the Government against any Fees or Expenses.

6.5 The Government shall pay by direct transfer into your bank account. It is your responsibility to inform the Government of your current contact and bank details in order that the Government can contact and make payment to you.

6.6 Without prejudice to section 4.1, the 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.

7 Taxes

7.1 ~~You shall be responsible to register with the appropriate department of the Government in order to pay for all taxes associated with the provision of Services, including but not limited to payroll tax and social insurance contributions ("Taxes") and you consent to the Government deducting due or outstanding Taxes from the Fee on your behalf, at our option. Your Tax numbers shall be out in Schedule 1.~~

7.2 ~~In the event that we have not made deductions on your behalf, you shall provide us with proof of payment of amounts due to the Government such as any Taxes and all other receivables to us, prior to you receiving your final payment.~~

8 Representations and Warranty

8.1 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 Representatives 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 1 or Appendix 1, free of defects, errors or faults, in order to meet the objectives of this Agreement; and
- d) in accordance with applicable law including PIPA; rules, regulations and guidelines or policies provided by the Government.
- 8.2 You represent and warrant that:
- (a) you have the right to license all intellectual property rights in the Services and Documents, to the Government, and the software license will be provided directly by the portal supplier.
- (b) upon installation, the Equipment will be compatible with existing equipment and software, if the software is configured with the correct Application Systems Interface for interoperability with the portal, on Government systems and the Equipment will meet all the technical documentation and requirements required to operate the Services in accordance with Government requirements and objectives;
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 You shall 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.
- 8.8 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.
- 9 Remedies**
- 9.1 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.
- 9.2 Without prejudice to any other rights available to the Government, you shall, at your 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 Documents 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 Documents;
- 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 Documents or Services and deduct that value from amounts that Government is required to pay you; or
- iv) obtain the Documents or Services from another service provider and you will be required to pay all amounts payable by the Government in obtaining alternative documents or services from another service provider to make good the defective Documents or Services.

9.3 Without prejudice to any other rights available to it, the Government may, at your 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; or
- b) obtain Services from another service provider and terminate this Agreement.

10 Progress Report

- 10.1 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.
- 10.2 ~~The Report will also include YTD totals for payments received and work completed (expressed in BMD\$).~~
- 10.3 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.

11 Inspection and Approval of Services

- 11.1 The Government shall at all times retain the right to inspect the Services provided by you or the Representative and you consent to visits to your premises in order to inspect the Services or Documents and Government shall have the right to review, require correction or additional follow up, if necessary, and accept or reject the Services and any Documents submitted by you or the Representative.
- 11.2 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.
- 11.3 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.

12 Time of the Essence

- 12.1 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 providing Services during a specified amount of time and you recognize that providing Services outside of Business Days may be necessary in order to fulfil your obligations and responsibilities without additional compensation of any kind.
- 12.2 The Government shall give due consideration to all Documents 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 Services.

13 Licence

13.1 Through their licence agreement directly with the Government, the portal supplier will grant to Government a non-exclusive and royalty-free license to use Software and Documents, to enable Government to use Equipment and the Services.

13.2 Through their licence agreement directly with the Government, the portal supplier will retain title and property rights to the Equipment under this Agreement. 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.

13.3 Through their licence agreement directly with the Government, the portal supplier will assure that the Licence granted herein includes all major releases, updates or upgrades of Software.

13.4 Through their licence agreement directly with the Government, the portal supplier will ~~shall~~ ensure the continued compatibility of the Equipment with all major releases, updates, or upgrades of any Software.

13.5 Through their licence agreement directly with the Government, In the event the portal supplier is not able to support any Software update, upgrade, version or new release that changes major functionality and is not compatible with the Equipment or a Service, the portal supplier will ~~shall~~ use their best efforts to resolve such issues and to provide optimal functionality of the Equipment or the Service.

14 Indemnity, Limitation of Liability, Insurance, Force Majeure and Business Continuity

14.1 Indemnity: You shall indemnify, keep

indemnified and defend the Government against:

- a) any Claim or Loss arising from any breach by you or the Representative; or
- b) any Claim or Loss arising from a third party as a result of negligent act, errors, omission or wilful misconduct by you or a Representative.

14.2 The Government may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

14.3 If the use of a Service is enjoined as a result of an IP infringement claim, through their licence agreement directly with the Government, the portal supplier will (at their Expense): (i) obtain for the Government the right to use the infringing Service; (ii) modify such Service or Software in a manner that does not infringe any third party intellectual property rights; or (iii) substitute equivalent software or services that are acceptable to the Government and does not infringe any third party intellectual property rights.

14.4 No Liability: In no event shall the Government or a Public Officer be liable to you for Loss.

14.5 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 twelve (12) months immediately preceding the date the on which the latest Claim(s) or Loss first arose.

14.6 Your maximum liability to Government shall be the greater of any successful claims by Government against the Insurance Policies detailed in Schedule 1 or 3 x total Fees.

14.7 Nothing in this Agreement shall exclude or limit any liability for wrongful use of Confidential Information, misrepresentation, 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.
- 14.8 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.
- 14.9 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 in the minimum amounts set forth in Schedule 1. 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.
- 14.10 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.
- 14.11 In the event that you have not paid Insurance Policy premiums, upon signing this Agreement, you consent to the Government either deducting the Insurance Policy premium from the Fee, or otherwise making such Insurance Policy premium payment, on your behalf and recouping such payment from you, at the Government's sole discretion.
- 14.12 At the Government's sole option, all monies payable under the Insurance Policy shall be applied in making good or recouping expenditure, loss or damage suffered or incurred by the Government as a result of you or a Representative providing the Services.
- 14.13 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.
- 14.14 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.
- 14.15 If you subcontract any Services, you shall ensure that each subcontractor maintains insurance coverage with policy limits of at least the amounts stated above.
- 14.16 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.
- 14.17 Waiver of Rights of Recovery. You hereby waive all rights of recovery against the Government which you may have or acquire because of deductible clauses in or inadequacy of limits of the Insurance Policy or any policies of insurance that are secured and maintained by you.
- 14.18 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.



14.19 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.

15 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.

16 Non-Disclosure of Confidential Information

16.1 You must ensure that all Confidential Information held by you is protected against unauthorized access, use, copying or disclosure. You acknowledge that the improper use, copying or disclosure of such information could be unlawful.

16.2 You will comply with Government's instructions if it has access to personal data as a result of providing the Services.

16.3 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).

16.4 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.

16.5 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.

17 Intellectual Property, Copyright and Ownership

17.1 Intellectual Property: You represent and warrant to the Government that you or the Representative, if necessary, have created the Documents for and on behalf of the Government or have obtained a written and valid Consent and assignment of all existing and future intellectual property rights in the Documents.

17.2 Documents created under this Agreement shall be original works created by 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.

17.3 You shall do all things necessary to assign to the Government all existing and future intellectual property rights in the Documents created under this Agreement 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.

17.4 You agree that all Documents created



- under this Agreement and other works created in full or in part by you or the Representative for the Services 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 Documents created under this Agreement or designated intellectual property rights will remain with you.
- 17.5 Copyright: Documents created under this Agreement and corresponding copyright and other intellectual property in the Documents created under this Agreement shall belong to Government, which may utilise those Documents freely (including by adapting, publishing and licensing).
- 17.6 Documents created under this Agreement or Confidential Information may not be used or copied for direct or indirect use by you or a Representative after expiry or termination of this Agreement without the express written consent of the Government.
- 17.7 Government acknowledges that you and Representative possess knowledge and expertise relating to the subject matter of the Services ("**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.
- 17.8 To the extent that any Supplier Know-How is included in any Documents created under this Agreement and you hereby grant to Government a perpetual, unlimited, royalty-free, non-exclusive right and license to use and reproduce the Supplier Know-How to the extent reasonably necessary to achieve the Objective.
- 17.9 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.
- 18 Term, Termination and Suspension**
- 18.1 This Agreement shall be effective from the Effective Date for the Term. The Services shall commence on the Commencement Date and continue until the Completion Date, whereupon this Agreement shall expire unless terminated earlier in accordance with its terms.
- 18.2 You shall not commence any additional services in the event of notification of termination of this Agreement, however, in the event that services are provided to the Government beyond the Completion Date, 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.
- 18.3 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 1.
- 18.4 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.
- 18.5 Either party may terminate this Agreement immediately, if the other party:
- a) commits an irremediable breach; or
 - b) is subject to a change of control or chooses to discontinue its business; or



- c) if the other party has a lack of funding or becomes or is deemed insolvent; or
- d) if the other party's performance is affected by a *force majeure* event which lasts 7 days or more.
- 18.6 In the event of termination of this Agreement, all Fees due and payable shall be paid to you.
- 18.7 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, save for any back-up required by law or as required in accordance with your record retention policy.
- 18.8 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.
- 18.9 The Government may temporarily suspend the Services hereunder and shall confirm such instruction in writing to you.
- 18.10 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.
- 18.11 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.
- 18.12 The rights arising under this termination section represent your sole remedy and excludes common law rights to terminate and claim damages for Loss you may suffer under this Agreement.
- 19 Data use and Transfer**
- 19.1 Upon request by the Government prior to or within sixty (60) days after the effective date of termination, the portal supplier, will make available to Government a complete and secure (i.e. encrypted and appropriately authenticated) file of Data in a format to be agreed at the time.
- 19.2 The portal supplier 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.
- 19.3 You shall guarantee that the Source Code shall be fully source controlled with a complete history of all changes. The Source Code shall adhere to professional standards in terms of quality and organisation where necessary.
- 20 General**
- 20.1 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).
- 20.2 Where this Agreement refers to past or current obligations, this Agreement applies retrospectively from the Effective Date.



- 20.3 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.
- 20.4 Any amendments to this Agreement shall be made in writing and signed by each party.
- 20.5 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.
- 20.6 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.
- 20.7 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 20.8 The doctrine of *Contra Proferentem* shall not be applicable in this Agreement.
- 20.9 Expiry or termination of this Agreement in any manner shall not release you or a Representative 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.
- 20.10 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.
- 20.11 You consent to the Government processing data relating to you for legal, administrative and management purposes. The Government may make such information available to those who provide services to it (such as advisers and payroll administrators), regulatory authorities and governmental or quasi-governmental organizations including those outside of Bermuda.
- ## 21 Governance
- 21.1 You will inform Government promptly of all known or anticipated material problems relevant to the delivery of Services.
- 21.2 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.
- 21.3 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.
- ## 22 Retention of Confidential Information, Records and Audit
- 22.1 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.

- 22.2 You shall retain all records pertinent to this Agreement for a period of 3 years following expiration or termination hereof.
- 22.3 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.
- 22.4 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.
- 22.5 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.
- 22.6 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.
- 22.7 You shall include the aforementioned audit and record keeping requirements in all subcontracts and assignments, if any,

made in accordance with this Agreement.

23 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.

24 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.

25 Dispute Resolution

- 25.1 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.
- 25.2 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.



- 25.3 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.
- 25.4 In rendering judgment, the arbitrators may not provide for punitive or similar exemplary damages.
- 25.5 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.

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.

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

SCHEDULE 1

This appendix is incorporated into the Agreement. Capitalized terms used but not defined in this appendix will have the meanings given to them in the Agreement. If a term in this appendix conflicts with a term in the Agreement, the provisions of this appendix will prevail to the extent of such conflict.

1. **Objective:** The Government of Bermuda, Ministry of Public Works is soliciting responses from experienced Companies to provide a Trial Advanced Metering Infrastructure (AMI) proposals for the Ministry of Public Works Water and Sewage Section.

2. **The Government**

Ministry:		Ministry of Public Works	
Department:		Works & Engineering – Water Section	
Address:		3 rd Floor, General Post Office Building	
		56 Church Street, Hamilton HM12, Bermuda	
Tel No.:	1 441 295 5151	Mobile No.:	
Email address:		water@gov.bm	
Government Contact:		Keith Claridge	
Tel No.:	1 441 278 0570	Mobile No.:	1 441 704 1965
Email address:		kclaridge@gov.bm	

3. **Supplier and Service specific conditions:**

Supplier Name:			
Address:			
Home Tel:		Mobile No.:	
Email address:			
Commencement Date of Pilot:			
Completion Date of Pilot:			
Termination Notice Period:		30 days	
TOTAL COST OF SERVICE:		BDA\$	
Schedule of Prices:		See Appendix 1	
Payroll Tax #:	N/A	Social Insurance No.:	N/A
Minimum Insurance Coverage:		US\$2,000,000 Public Liability	

4. Services provided by the Supplier

This work involves the site investigation of an existing concrete water reservoir 225ft long 33ft wide 26ft deep.

All work is to be carried out under the supervision of a Registered Engineer. This work involves the wet core sampling of the concrete floor and walls to determine the existence of possible voids. Subsequent to the cores trenches are to be cut into the floor as directed by the Ministry Engineer. There are 20 no. Concrete support beams for the roof structure which are to be inspected by sounding or alternative means to ensure the concrete is sound and the reinforcement cover is fully intact. The supports of the beams to be inspected to ensure proper integrity.

This Proposal involves:

Removal of unsound and loose materials.

Core 113 No. 4" core drillings as indicated on the supplied drawings.

Excavate a trench to below concrete slab between core drillings where a void is determined under the floor slab.

A submittals report of the findings of the site investigation based on the following:

1. Structural Condition assessment report signed off by a Registered Engineer. 2 hard copies are to be submitted to the Ministry's Engineer as they become available.
2. A draft report shall be submitted to the Ministry prior to final issue.
3. A weekly progress report is required to be submitted to the Client

APPENDIX 1

Required Pricing Information

	Quantity	Unit	Unit Price	Total Price
Remove all loose surfaces from the walls and floor	1	Sum		
4" dia Core Drilling of floor slab with photographic record of the core sample	75	Item		
4" dia Core Drilling of walls with photographic record of the core sample	38	Item		
Roof Beam inspection and structural assessment	20	Item		
Excavation of existing floor for a trench 10ft long 3ft wide (Provisional item)	1	Sum		
Structural Condition Assessment Report	1	Sum		
Weekly Progress Reports	10	week		
Grand Total				

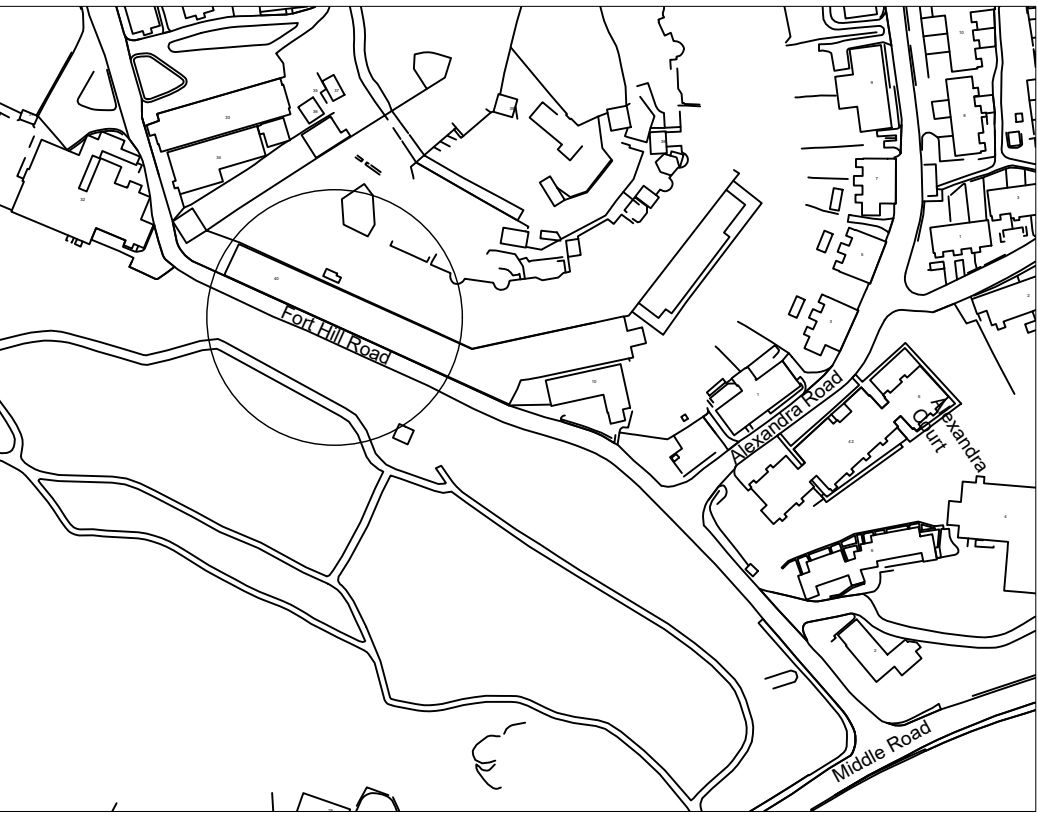
Appendix 2
Supplementary Documentation

ANNEX D

ANNEX D – Pricing Schedule

	Quantity	Unit	Unit Price	Total Price
Remove all loose surfaces from the walls and floor	1	Sum		
4" dia Core Drilling of floor slab with photographic record of the core sample	75	Item		
4" dia Core Drilling of walls with photographic record of the core sample	38	Item		
Roof Beam inspection and structural assessment	20	Item		
Excavation of existing floor for a trench 10ft long 3ft wide (Provisional item)	1	Sum		
Structural Condition Assessment Report	1	Sum		
Weekly Progress Reports	10	week		
TOTAL				

ANNEX E



LOCATION PLAN
Scale: 1:2500

P.O. BOX 1477, Hamilton HM FX
Phone: (441) 331-1961
Email: info@mason.bm
www.mason.bm

CLIENT

ISSUED FOR
INFORMATION

IMPORTANT NOTES

This seal indicates that Mason and Associates Ltd.(MAL) has had direct or indirect input into specific design elements of the works. As such our company must be afforded the opportunity to inspect the work as it progresses to ensure conformity to the related design details, specifications and notes. If we are not accorded the privilege of inspecting the work on site before it is covered up or otherwise hidden or if variations to the original details are made without written approval by the engineer of record, Mason and Associates Ltd. will assume no responsibility for the works. Client is still required to contact Building Control for inspections.

DATE	MAL ENGINEER	COMMENTS	INSPECTION

REVISIONS

No.	DATE	BY	REVISION
A	JUN 2025	KC	COREHOLES PROVISIONAL LOCATION

PROJECT DETAILS

AS-BUILT

RESERVOIR 1
10 FORT HILL ROAD
DEVONSHIRE

TITLE

FLOOR AND ROOF PLANS

DRAWN BY: KJH

CHECKED BY: KJH

JOB No: 15483

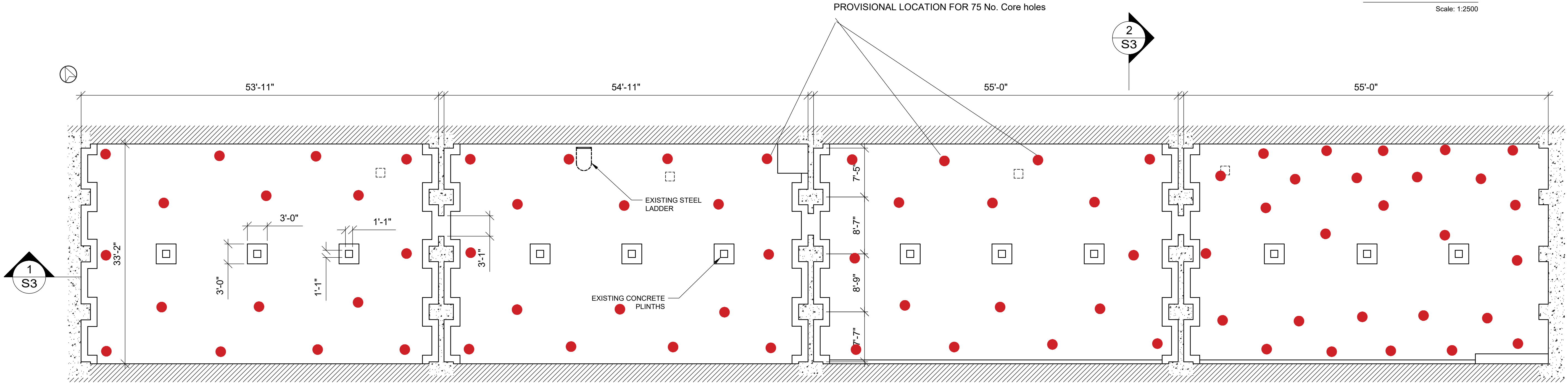
DATE: MARCH 24 2025

REVISION:

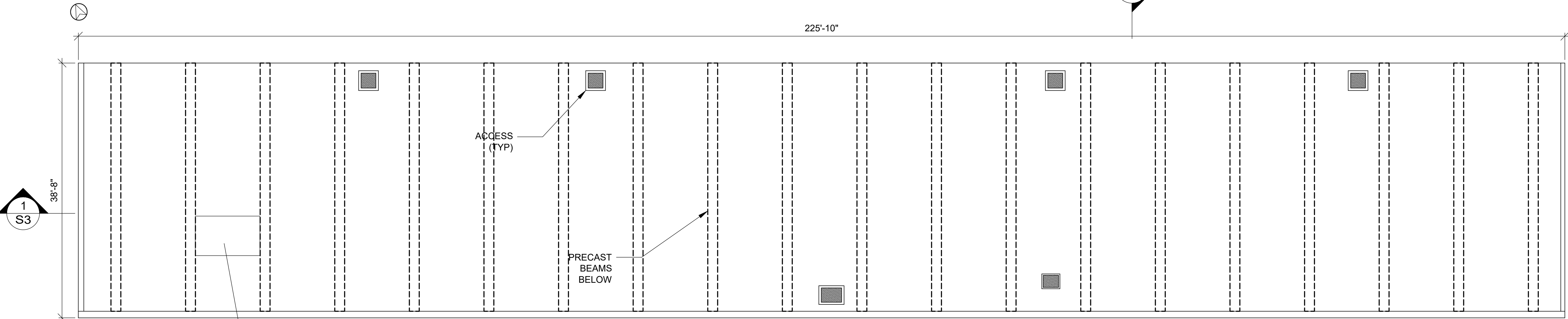
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SHEET No:

S1

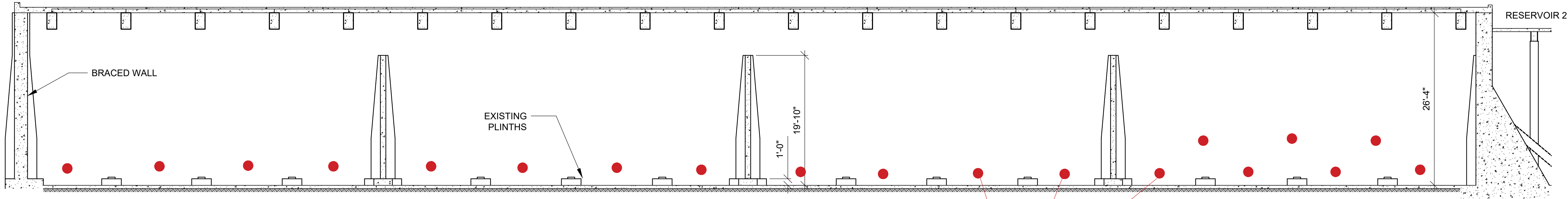


FLOOR PLAN
Scale: 1/8" = 1'-0"



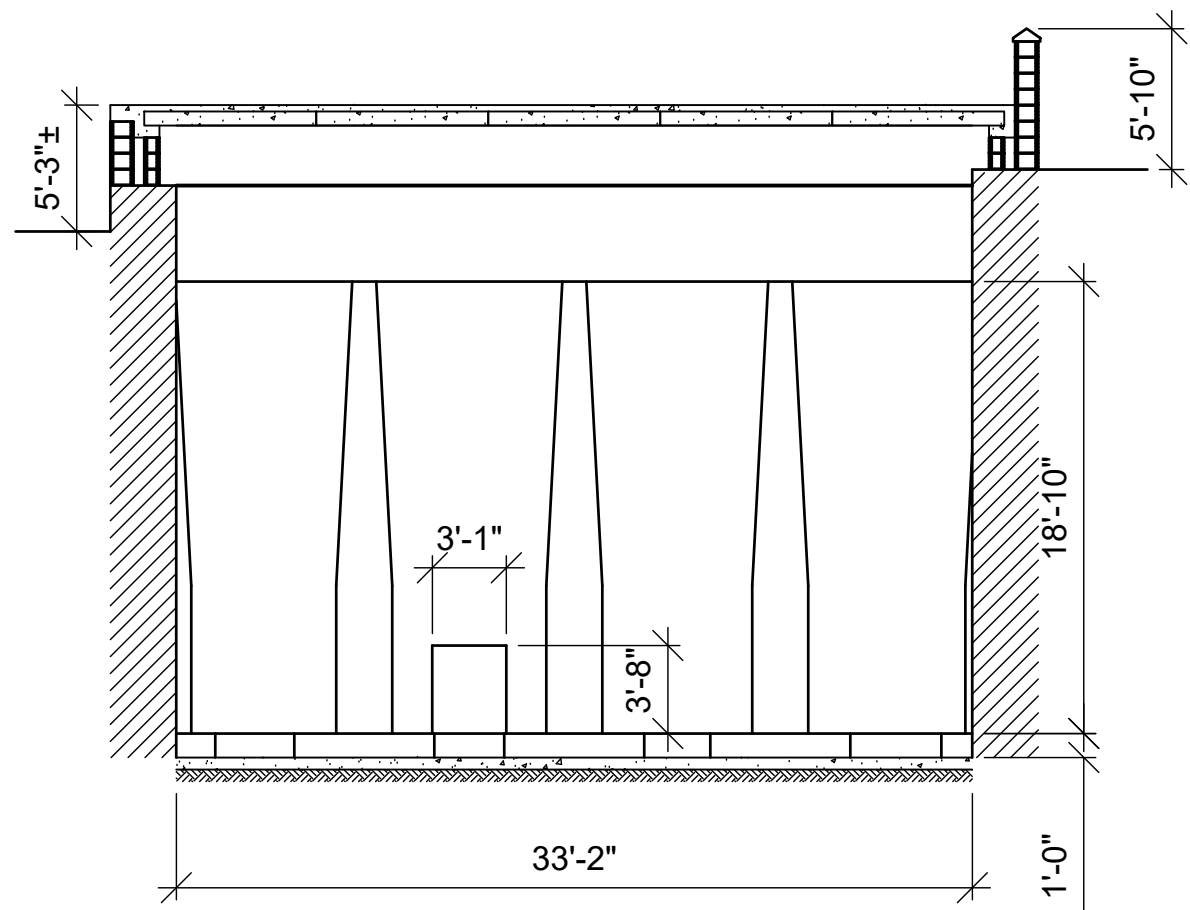
ROOF PLAN
Scale: 1/8" = 1'-0"

CLIENT



1
SECTION
Scale: 1/8"=1'-0"

PROVISIONAL LOCATION FOR 19 No. Core holes
EACH WALL



2
SECTION
Scale: 1/8"=1'-0"

IMPORTANT NOTES
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DATE	MAL ENGINEER	COMMENTS INSPECTION

REVISIONS			
No.	DATE	BY	REVISION
A	JUN 2025	KC	COREHOLES PROVISIONAL LOCATION

PROJECT DETAILS

AS-BUILT

RESERVOIR 1
10 FORT HILL ROAD
DEVONSHIRE

TITLE

SECTIONS

DRAWN BY: KJH	
CHECKED BY: KJH	
JOB No: 15483	
DATE: MARCH 24 2025	
REVISION:	SHEET No:
A	S2