



**Ministry of Finance**  
**Registrar of Companies**

**Request for Proposals**  
**For**  
**Case Management Tool**

Request for Proposals No.: **RoC-20230101**

Issued: **Monday May 22, 2023**

Submission Deadline: **Friday June 09, 2023 12:00:00 AM Bermuda Local Time**

## TABLE OF CONTENTS

<b>PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS .....</b>	<b>3</b>
1.1 Invitation to Proponents .....	3
1.2 RFP Contact .....	4
1.3 Type of Contract for Deliverables .....	4
1.4 RFP Timetable .....	5
1.5 Submission of Proposals .....	5
<b>PART 2 – EVALUATION, NEGOTIATION AND AWARD .....</b>	<b>7</b>
2.1 Stages of Evaluation and Negotiation .....	7
2.2 Stage I – Mandatory Submission Requirements .....	7
2.3 Stage II – Evaluation .....	7
2.4 Stage III – Pricing .....	7
2.5 Stage IV – Ranking and Contract Negotiations .....	7
<b>PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS .....</b>	<b>9</b>
3.1 General Information and Instructions .....	9
3.2 Communication after Issuance of RFP .....	10
3.3 Notification and Debriefing .....	11
3.4 Conflict of Interest and Prohibited Conduct .....	11
3.5 Confidential Information .....	13
3.6 Procurement Process Non-Binding .....	14
3.7 Governing Law and Interpretation .....	15
<b>APPENDIX A - FORM OF AGREEMENT .....</b>	<b>16</b>
<b>APPENDIX B – SUBMISSION FORM .....</b>	<b>17</b>
<b>APPENDIX C – PRICING .....</b>	<b>22</b>
<b>APPENDIX D – RFP PARTICULARS .....</b>	<b>24</b>
A. THE DELIVERABLES .....	24
B. MATERIAL DISCLOSURES .....	24
C. MANDATORY SUBMISSION REQUIREMENTS .....	25
D. MANDATORY TECHNICAL REQUIREMENTS .....	32
E. PRE-CONDITIONS OF AWARD .....	33
F. RATED CRITERIA .....	33
<b>APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION .....</b>	<b>37</b>
 <b>ANNEX A - FORM OF AGREEMENT</b>	
 <b>ANNEX B - PRICING FORM</b>	
 <b>ANNEX C - CASE MANAGEMENT TOOL STATEMENT OF WORK</b>	
 <b>ANNEX D - LOCAL BENEFITS FORM</b>	

# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) to prospective proponents to submit proposals for **Case Management Tool** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

**This is a restricted procurement process, and only those vendors have been pre-qualified are allowed to bid.**

The Register of Companies (“RoC”) is seeking proposals for a reliable Case Management Tool to provide improved automation, capabilities, including access to information, accuracy of data, reporting and supporting critical RoC compliance daily operations. The Case Management Tool (‘CMT’) will establish routine features inherent across the Registrar of Companies across multiple work streams. It should automate data collection and several work streams by mailing lists, automated templates and it should be able to catalogue not only web-based applications, but also email correspondences sent by a new or current user inputting information into the system.

The CMT should aid the RoC by fulfilling specifications needed that will ensure that it is fit for purpose, aiding their development in speeding processes whilst ensuring a secure verifiable centralized database with dashboard capabilities. It also needs to be flexible as it will go throughout several iterations of RoC’s development by continually evolving throughout different processes and lifecycles.

### Background

The RoC will use the CMT to create, manage, track and generate documentation and automate data collection and bring consistency across multiple work streams.

The CMT project must address four main areas of functional requirements, which include:

1. Core Case Management
2. Document and File Management
3. Collaboration and Correspondence Management
4. Financial Tracking and Accountability Management

The CMT Project does not require a system that supports:

- a. Financial Management
- b. Human Resource Management

Additional details surrounding specific areas that will be excluded are detailed in the Statement of Works.

We are looking for a solution for an initial total of approximately 25/30 users which will increase to 75/80 users by year three.

The graphical user interface within this CMT will be tailored to improve ROC staff ability to efficiently search, create, modify, report, and review case management information.

In addition, we would like to use a cloud based solution which can be tailored to the RoC team's requirements and other specifications in this RFP.

The CMT is required to aid and reduce workloads for operations and administration within the RoC Office.

## **1.2 RFP Contact**

For the purposes of this procurement process, the "RFP Contact" will be:

Claire Fitzpatrick, [cfitzpatrick@gov.bm](mailto:cfitzpatrick@gov.bm)

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

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

Claire Fitzpatrick, [cfitzpatrick@gov.bm](mailto:cfitzpatrick@gov.bm)

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

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

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Government for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Government and the selected proponent. It is the Government's intention to enter into an agreement with only one (1) legal entity.

The term of the agreement is to be for a period of 1 year, with an option in favour of the Government to extend the agreement terms and conditions acceptable to the Government and the selected proponent for an additional term of up to 1 year. An Agreement is subject to change until fully executed.

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 RFP Timetable

### 1.4.1 Key Dates

Issue Date of RFP	Monday May 22, 2023
Pre-Bid / Site Meeting	N/A
Deadline for Questions	Monday May 29, 2023
Deadline for Issuing Addenda	Wednesday May 31, 2023
Submission Deadline	Friday June 09, 2023 12:00:00 AM
Rectification Period	5 business days
Anticipated Ranking of Proponents	Friday June 16, 2023
Contract Negotiation Period	14 calendar days
Anticipated Execution of Agreement	Friday June 30, 2023

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

### 1.4.2 Site Visit / Pre-Bid Meeting

There is no pre-bid meeting or site visit for this project.

## 1.5 Submission of Proposals

### 1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Electronic mail (E-Mail) submissions are accepted at [cfitzpatrick@gov.bm](mailto:cfitzpatrick@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 the RFP title. Please ensure to send a copy of your proposal in MS Word and/or Adobe PDF format.

### 1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the deadline will be rejected.

### 1.5.3 Proposals to be Submitted in Prescribed Format

Proponents shall submit at minimum 0 original signed hard copies of their proposal or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and an e-copy of the proposal are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the proposal, the hard copy of the proposal will prevail.

The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Proponent. 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 proposal.

Proposals should be submitted in a sealed package and prominently marked with the RFP title and number (see RFP cover) and do not be opened until Friday June 09, 2023 12:00:00 AM. The full legal name and return address of the proponent should be marked on the package as well.

#### **1.5.4 Amendment of Proposals**

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

#### **1.5.5 Withdrawal of Proposals**

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

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

The Government will conduct the evaluation of proposals and negotiations in the following stages:

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

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Government will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP 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 proposals to determine whether the mandatory technical requirements, as set out in Section D of the RFP Particulars (Appendix D), have been met. Questions or queries on the part of the Government as to whether a proposal 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 proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

### **2.4 Stage III – Pricing**

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

### **2.5 Stage IV – Ranking and Contract Negotiations**

#### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together, and the proponents will be ranked based on their total scores. The top-ranked proponent will receive

a written invitation to enter into direct contract negotiations to finalize the agreement with the Government. In the event of a tie, the selected proponent will be the proponent selected by way of the lowest price.

### **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Government or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) intended to provide the proponent advance notice of some of the key contractual provisions including indemnities, limitation of liabilities, service requirements, etc. that would be contained in the form of contract and are to form the basis for commencing negotiations between the Government and the selected proponent. Negotiations may include requests by the Government for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Government for improved pricing or performance terms from the proponent.

### **2.5.3 Time Period for Negotiations**

The Government intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Government invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

### **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Government may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Government elects to cancel the RFP process.

### **2.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]



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

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

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals must be written in the English language only.

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

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

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

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

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

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

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

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

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

The Government will not return the proposal or any accompanying documentation submitted by a proponent.

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

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

### **3.1.9 Equivalency**

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

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Government is under no obligation to provide additional information, and the Government is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Government is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

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

This RFP may be amended only by addendum in accordance with this section. If the Government, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. All addenda will be published online at <https://www.gov.bm/procurement-notices>. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix B), proponents must 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 proposals, the Government may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The information may include, without limitation, clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The Government may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Proponents**

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

### **3.3.2 Debriefing**

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

### **3.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the Government's Complaints and Disputes procedures. The notice must provide a detailed explanation of the proponent's concern with the procurement process or its outcome.

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

### **3.4.1 Conflict of Interest**

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

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

could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

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

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

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

The Government may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Government determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.4 Prohibited Proponent Communications**

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

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

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

### **3.4.6 No Lobbying**

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

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

The proponent represents, warrants, and covenants that, in connection with activities performed under this Agreement or on behalf of the Government, the proponent 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 proposal, 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 proponent 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 proponent 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 proponent acknowledges and agrees that in the event that the Government believes, in good faith, that the proponent 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 proponent.

### **3.4.8 Past Performance or Past Conduct**

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

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

### **3.4.9 No Collusion**

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

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the Government**

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

- (a) is the sole property of the Government and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Government; and

- (d) must be returned by the proponent to the Government immediately upon the request of the Government.

### **3.5.2 Confidential Information of Proponent**

- (a) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the Public Access to Information Act 2010 or by order of a court or tribunal.
- (b) Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Government to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.
- (c) The Proponent is responsible to ensure that they comply with the *Personal Information Protection Act 2016* ("PIPA"), related to any information in the proponent's custody, care or control.

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

#### **3.6.1 No Process Contract and No Claims**

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

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

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

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Government by this RFP process until the successful negotiation and 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 proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. 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 RFP process without liability at any time. Cancellation may occur, for example, if:

- (a) 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) 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 RFP Process (Part 3):

- (f) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (g) are non-exhaustive and will 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
- (h) 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 Form of Agreement (Appendix A) 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 proponent.

See Annex A - FORM OF AGREEMENT



## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

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

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.

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.

**Declaration of Interest:** The proponent shall provide details of its ownership and/or managerial structure upon request from the Government. The proponent shall also provide a statement of whether or not it has any relevant and material interest relevant to the provision of the Goods and Services. Such statement shall be provided at least annually or if there is any change in the interest of the proponent.

Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

## 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, 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 bidding process), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Government and the proponent unless and until the Government and the proponent execute a written agreement for the Deliverables.

## 3. Ability to Provide Deliverables

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

## 4. Non-Binding Pricing

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

## 5. Addenda

The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, \_\_\_\_\_ to \_\_\_\_\_ (if applicable) issued by the Government, or if no addenda were issued by the Government write the word "None". The onus is on proponents to make any necessary amendments to their proposals based on the addenda. The proponent

confirms it has read, received and complied with these addenda. Proponents who fail to complete this section will be deemed to have received all posted addenda.

**6. No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

**7. Conflict of Interest**

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

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

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

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

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

---

---

---

---

**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 Proponent Representative

---

Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the proponent.

**End of Appendix B**

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 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 \_\_\_\_\_

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

### 2. Evaluation of Pricing

Pricing is worth 30 points of the total score.

#### Price Evaluation Method

Unless stated otherwise in the RFP documents, the Agreement shall be for the whole works as detailed in these documents and based on the completed pricing information, as submitted by the proponent. The proponent shall fill in separate prices for all items of works described in the Price Breakdown. Items against which no price is entered by the proponent will not be paid for by the Government when executed and shall be deemed covered by the other lump sum prices in the Price Breakdown.

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

Lowest Price divide by proponent's price multiplied by the weighting = proponent's pricing points.

In addition to any rectification processes, or 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 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;

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

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

See Annex B - Pricing Form

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

#### Case Management Tool Set Up

#### Case Management Tool

The successful proponent duties responsibilities will include, but not limited to:

- Project Management
- Requirements Validation
- Systems Design, Development and Configuration
- Security
- Data Conversion
- Systems Integration
- Testing, Knowledge Transfer and Training
- Services and Support

Attached is the Statement of Works which gives an overview of the Case Management Tool requirements.

See Annex C - Case Management Tool Statement of Works

#### Additional Documentation

Additional information has been provided with proposed workflows and sample wireframes.

#### Restricted Process

This Request for Proposal is a restricted process.

#### Annual CMT Services

There will be an annual service contract going forward as part of the ongoing system requirements.

See Annex C - Case Management Tool Statement of Work

#### Ownership of Data

N/A

### B. MATERIAL DISCLOSURES

#### Ownership of Data



All data is owned expressly by the Government of Bermuda. The successful proponent can only take possession of the Government of Bermuda for the purposes of data conversion, testing and direct deployment tasks. Use of data for purposes other than this is prohibited and requires written authorization by the Government.

### **Ownership, Licensure, Resale**

Successful proponent should provide an explanation of ownership, licensure, and resale expectations of the application, source code, derivatives of source code, or intellectual property from the proponent's perspective.

### **Software Licensing**

Unless otherwise stated in the proponent proposal, the software license(s) identified in the pricing schedule may be provided to the Government of Bermuda on a perpetual basis and shall continue in perpetuity. However, the Government and Bermuda reserves the right to terminate the license at any time, although the mere expiration or termination of the contract shall not be construed as intent to terminate the license.

All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured.

### **Warranty**

The proponent warrants the operation of all software products for a period of twelve (12) months from the date of acceptance. During the warranty period, the contractor shall provide 24-hour toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation. In addition, the contractor shall provide a two-hour return call response time and complete all necessary patches/fixes within twelve (12) hours of initial notification. A Vendor awarded the contract must be willing to conduct a pilot test prior to implementation or acceptance.

## **C. MANDATORY SUBMISSION REQUIREMENTS**

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

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

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

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

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

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

### **4. Company Certificate of Incorporation**

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

### **5. Other Mandatory Submission Requirements**

#### **Technical Proposal**

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

One page shall be interpreted as one side of single lined, typed, 8 1/2 X 11 piece of paper.

The proposal should be organized into the following sections and sequence, and include all requested information:

- Cover Sheet
- Table of Contents
- Mandatory Submission Requirement Documents
- Proposal Narrative (includes Sections A to E)

**\*Cover Sheet** - that identifies the organization, provides contact information, date of submission and project name.

#### **\*Table of Contents**

List all material included in the proposal. Include a clear definition of the material by section, identified by sequential page numbers.

#### **Mandatory Submission Requirements**

\*Includes all Mandatory Submission Requirements Documents.

#### **Executive Summary (Section A)**

Condense and highlight the contents of the Proponent's approach to the project to provide the RoC with a broad understanding of the Proponent's approach, qualifications, experience, and staffing.

## **Proponent's Background, Experience and Qualifications (Section B)**

Provide information on the organization's background, related experience, and financial condition; provide a brief history of the company and a listing of representative customers, including three references; describe the general range of products and services offered; and, while not required, identify any experience or knowledge that might relate the Government's programs

Demonstrate that the Proponent's organization has the experience and financial capability to perform the required services. The following sections must be included:

Proponents must name a Project Manager who will be the point of contact responsible for responding to client questions, concerns, and directives. Proponents must describe the qualifications of this person through a resume or similar document. Proponents must also provide the names and qualifications of all personnel that will be available to complete the work, and the manner in which they will be utilized, specifying the amount of time each individual will commit to the project, their technical skills and experience, and how long each person has been with the company.

Discuss the proposed organization's structure for the project, the number and qualifications of personnel that the Respondent proposes to make available to complete the work, the manner in which they will be utilized, and how they will operate within the proposed organization structure; specify the amount of time each of the key personnel will commit to the project; provide resumes of key project staff, detailing their technical skills, experience, education, etc.; and identify all pertinent experience of personnel.

## **Proponents Approach to provide required CMT and support services (Section C)**

Provide a description of the methodology the Proponent will use to meet contract work requirements. Describe in detail how the services will be performed to meet the intent of the SOW.

### **Approach to Required Software – Solution Response**

#### **Functional Solution Narrative**

Provide a narrative overview of the Proponent's software licenses and modules proposed to support the CMT requirements described in the SOW.

Demonstrate an understanding of RoC functional needs and how the proposed solution will meet the functional requirements.

Describe the Proponent approach to the project, including an overview of the proposed plan for completing activities identified in this Request for Proposal (RFP).

Provide a detailed work plan for completing project activities and producing project deliverables with specific action steps and a timetable for completion.

#### **Technical Solution Narrative**

### **Reporting:**

The Proponent must review the Reports List in the SOW for reports that must be provided either through standard or custom-built reports. The Proponent should provide an overview of out-of-the-box reporting and data analytics capabilities with the CMT software.

### **Paper Forms to Replace / Incorporate:**

The Proponent's response should indicate which paper forms may be supported using out-of-the-box functionalities or features in response to each form listed in the SOW.

### **Security:**

Proponents should describe their approach for maintaining security and privacy of data.

### **Interfaces & Data Sharing:**

Proponents should describe the CMT' capability to provide standard APIs to interface with external applications. The Proponent shall describe what integration methods are supported by the solution including API, JSON, direct database connection, file exchange & types, and ability to schedule or manual trigger record additions, changes, and deletions. The Proponent should also specify and provide costs for any proprietary data integration tools required to develop and maintain the integrations in the future.

The Proponent should provide a narrative overview of how the data sharing and data exports for the reporting systems will be met.

### **System Architecture & Hosting:**

The Proponent shall propose a hosted solution. The Proponent shall describe where the solution is hosted and the preferred hosting vendors if not hosted in Proponent's data center(s).

The Proponent shall support a high availability environment. The Proponent shall describe their approach to disaster recovery.

The Proponent shall propose how users will access the CMT via desktop and mobile devices. The Proponent shall describe what web browsers are supported and any differences in functionality available for mobile users.

### **Approach to Implementation Services**

#### **Project Management**

Proponents shall demonstrate a clear and concise understanding of the project and clarify any major issues or concerns. This section shall include a narrative overview of how the proposed solution will be implemented to optimally meet and/or exceed the Government's requirements.

Proponents should describe their approach to overall project management and integration of all tasks required by the SOW. This section should include the Proponent's approach to Project Management, addressing the following components:

- Project Management Methodology
- Communications Management Approach
- Risk Management & Issue Resolution Methodology
- The Proponent shall identify key implementation risks and risk mitigation strategies of the solution based on prior Proponent experiences.
- Configuration Management Methodology
- Change Control Methodology
- Recommendations on governance and how the Proponent will help ensure the required structure and processes are in place and supported throughout the implementation.
- Implementation Schedule, Methodology, and Deployment Strategy

The Proponent shall submit an implementation schedule and high-level work plan to meet the requirements and deliverables of this RFP. The schedule should identify key start and end dates of project milestones. The Proponent must include reasonable review periods for deliverables that allow for the Proponent to update deliverables based on the RoC feedback.

Proponents should describe whether their implementation methodology will take a Waterfall, Agile or hybrid approach. Describe in concise narrative any methods, tools, accelerators, frameworks and associated components to the proposed approach to fully meet the service requirements.

Describe the Deployment Strategy to be used to meet the RoC requirements as described in the SOW.

### **Requirements Validation & System Design**

The Proponent shall provide their approach for the implementation include meeting the following activities:

- Requirements Validation
- System Design, Development and Configuration
- Security
- Data Conversion

Proponents shall summarize previous examples of data conversion efforts, as well as a description of data conversion support to include within their response to this RFP. Proponents shall describe an approach, based on prior experience, for converting data from legacy case management systems to the CMT.

Describe the approach and strategy for converting the data scope described in the SOW. Proponents should identify any proposed software data conversion tools (e.g., extract, transform, load (ETL)) that the Proponent may bring to use in the implementation, or any tools recommended. Proponents shall include any software licensing costs to the RoC for data conversion tools in Proponent's Cost Proposal.

### **System Integrations**

Proponents should describe their approach and strategy for integrating the CMT with the RoC current case management system.

Proponents should provide their approach for planning and developing interface requirements, including the Proponent's experience implementing interfaces using point-to-point and middleware/API management methods. Additionally, identify any constraints and risks associated with the interfaces anticipated in this project, and how the Proponent will address these to ensure successful development and deployment.

### **Testing, Knowledge Transfer and Training**

The proposal should describe how the Proponent can assist with:

- Pre-installation review of infrastructure with appropriate RoC personnel.
- Installation of software and any required functional testing.
- Training for administrative and technical personnel responsible for the management of the platform
- Training for litigators and support staff in an initial "train the trainers" effort, to include:
  - o Functional use of the system
  - o Analytic components
  - o Processing
  - o Other topics to be determined in advance by the RoC.
- Ongoing training and educational requirements, such as the availability of educational content and access to online training materials.

### **Service and Support**

This section should provide Proponents' approach to Maintenance and Support, as well as any specific guarantees generally provided by the organization for software availability as stated in any proposed Service or Maintenance Agreement. Proponents should describe their methodology to routine software maintenance, technical support, and system enhancements. This should include a flow chart or list of escalation points within the organization for technical support, major and minor bug fixes, compatibility issues, and error correction. Proponents should describe any relevant patch and upgrade support services, the frequency of major and minor releases, and programs that the organization has to maintain compatibility with the required technical components. Proponents should provide their organization's position on version compliance to remain on support and any options the RoC may have to defer patches or upgrades.

### **Deliverable List**

Proponents may propose additional deliverables as needed to achieve the project goals. Proponents should provide a deliverable list similar to the deliverable tables in the SOW with succinct descriptions of deliverables and discussion of how the proposal will meet the service requirements.

### **PROPONENT'S QUALITY CONTROL PLAN (SECTION D)**

Present a comprehensive Quality Control Plan to be utilized by the Proponent as a self-monitoring tool to ensure the required services are provided as specified in the SOW.

The following factors may be included in the plan:

- Activities to be monitored to ensure compliance with all contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

### **ACCEPTANCE OF/OR EXCEPTIONS TO THE TERMS AND CONDITIONS IN THE SAMPLE AGREEMENT, AND REQUIREMENTS OF THE STATEMENT OF WORK (SOW) (SECTION E)**

It is the duty of every Proponent to thoroughly review the Form of Agreement and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the Government's expectation that in submitting a proposal the Proponents will accept, as stated, the Government's terms and conditions in the Agreement and the RoC requirements in the Statement of Work. However, the Proponents are provided the opportunity to take exceptions to the Government's terms, conditions, and requirements.

Each Proponent's response must include:

- A statement offering the Proponent's acceptance of or exceptions to all terms and conditions listed in Appendix A (Form of Agreement).
- A statement offering the Proponent's acceptance of or exceptions to all requirements listed in Annex C (Statement of Work).

For each exception, the Proponent shall provide:

- An explanation of the reason(s) for the exception;
- The proposed alternative language; and
- A description of the impact, if any, to the Proponent's price.

## **D. MANDATORY TECHNICAL REQUIREMENTS**

### **CMT Information Security**

Proponents must be able to comply with all information security and data protection laws as of the submission deadline of this RFP. The Proponent will be required to maintain these criteria over the term of the Contract.

### **Qualifications**

Interested and qualified Proponents that can demonstrate their ability and qualifications to successfully provide the required services outlined in the SOW are invited to submit a proposal provided they meet the following mandatory requirements:

- Must have been in business for the last five (5) years.
- Must have implemented a commercial-off-the-shelf case management tool in at least two (2) jurisdictions within the last five (5) years.

### **Testing, Knowledge Transfer and Training**

Knowledge transfer and training is a vital component of the project. Proponents must demonstrate their ability to provide implementation and training services via hands-on involvement of dedicated technical staff on its premises in Bermuda.

### **Service and Support**

Proponent's must demonstrate their ability to provide technical support including routine software maintenance, technical support and system enhancements.



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

### **1. Financial Checks**

Prior to awarding a contract to the selected proponent, the contracting department will perform financial checks to confirm whether the proponent 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 proponent is a proper legal entity that is in good standing.

### **Proof of Insurance**

1. The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
2. The Contractor shall provide and thereafter maintain all appropriate workmen & compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
3. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third-party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

## **F. RATED CRITERIA**

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

Prior to making a final selection, the Government will determine whether to conduct oral presentations. The decision will be based on the quality and quantity of responses received. If it is determined that oral presentations are needed they will be conducted at no expense to the Government. The oral presentation may be by phone or in person. In-person presentations will take place as directed by the Government on a yet to be determined date at no expense to the Government.

As part of the selection process, the Government reserves the right to interview, either in person or via phone, all candidates for on-site staff that is proposed to perform the work defined within this RFP. The Government may also request a change to proponent staffing after a proponent has been selected if upon on-site efforts the Government deems the relationship to not be acceptable. Replacement staff will be subject to additional interviewing and approval by the Government at no additional cost to the government.

#	Category	Weighting (%)	Threshold
1	Pricing	30	N/A
2	Experience, Qualifications and Capacity/References	15	N/A
3	Project Approach, Understanding and Methodology Software Requirement/Technology (Functional and Technical)/Implementation/Support and Maintenance	15	N/A
4	Social, Economic and Environmental	30	N/A
5	Competitive Analysis	10	N/A
<b>Total Points</b>		100	

## 1. Pricing

See Appendix C - Pricing

## 2. Experience, Qualifications and Capacity/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?

Proponents will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in the proposal.

Proponents will also be evaluated on the verification of references provided in the proposal.

Experience with Similar projects: Demonstrates adequate case management software development, and implementation experience, and user training and testing experience; prior experience and familiarity with public-sector and/or government.

## **References**

At least three client letters and/or previous project contacts included and answer the following questions.

- How many organizations have implemented your solution overall?
- How many organizations sold are still running your solution with an active maintenance and support contract (lifetime customer retention)?
- Provide the name of the oldest active customer of your solution.
- How many organizations have implemented your solution in the past fiscal year?
- Please describe your customer retention.
- Please describe the customer industries you service.
- Would you be willing to host our organization for a site visit at your corporate headquarters?

## **3. Project Approach, Understanding and Methodology Software Requirement/Technology (Functional and Technical)/Implementation/Support and Maintenance**

The Proponent will be evaluated on its description of the methodology to be used to meet the RoC requirements based on information provided in the Proposal.

Demonstrates thorough comprehension of the Government's identified project functional and technical requirements, offers an organized and systematic approach to implementation and completion of project.

- **Software Requirement/Technology (Functional and Technical)/Implementation/Support and Maintenance**

Proposals shall be evaluated on the following:

1. availability of competent and qualified personnel and other resources to perform the Services.
  2. qualifications and past performance of assigned staff for similar assignments.
- iii. the proponent's Corporate Background and performance on similar projects.
1. proposed quality management plan for the project.
  2. Business integrity management system.

Proponents will be evaluated on proposed infrastructure (i.e. Cloud), scalability and adaptability, maintenance and upgrades and ongoing support. See Requirements of Statement of Work (SOW), Solution Response specifically Technical Solution Narrative, System Architecture & Hosting, and Production Support and Transition, and Requirements.

Proponents will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements are provided as specified, based on the information provided in the proposal.

#### **4. Social, Economic and Environmental**

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

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

#### **5. Competitive Analysis**

1. Please list any of the relevant, independent case management software analyst reports and rankings validating your solution within the case management software market.
2. Describe what generally differentiates you from your key competitors.
3. Describe your market share in the case management software space.

# APPENDIX E – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

## Notes for the proponents

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

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

If it is later found that the undertakings made below have been breached at any stage of the procurement process, then the proponent 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 proponent and/or any party involved in the matter.

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

## Confirmation of non-collusion

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

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

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

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

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 FORM OF AGREEMENT



### MASTER SERVICE SOFTWARE DEVELOPMENT, MAINTENANCE AND HOSTING AGREEMENT

THIS MASTER SERVICE SOFTWARE DEVELOPMENT, MAINTENANCE AND HOSTING AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_

BY AND BETWEEN:

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

The Government and the Supplier 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 Appendix 1, Appendix 2, Appendix 3, Appendix 4, Appendix 5 and Appendix 6, which sets out the terms and conditions upon which the Supplier will provide service to us.

### GENERAL TERMS AND CONDITIONS

**IN CONSIDERATION** of the premises and mutual promises in this Agreement the parties, intending to be legally bound, agree that in this Agreement, capitalised terms have the respective meanings referred to in this Agreement, words by their context importing the plural shall include the singular and vice versa and any derivatives, references to either gender includes any other gender or a neutral entity where appropriate, and a reference to any statute, regulation or law means as amended from time to time and include any successor legislation, regulations or laws. Where the context 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 any schedules or annexes hereto:

“**Acceptance**” means written confirmation by the Government that the System, together with all Equipment and a Service to be provided are accepted as being in accordance with the specifications set out in the Statement of Works attached hereto as Appendix 3 and the Documents;

“**Acceptance Tests**” means the activities to be carried out to verify that the System and a Service, together with all Equipment and Software is in accordance with the acceptance test criteria set out in Appendix 3;

“**Agreement**” means this Master Service Software

Development, Maintenance and Hosting Agreement which includes these General Terms and Conditions and Schedule 1 to Schedule 7;

“**Best 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;

“**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 Service performed or which ought to have been performed. Claims also includes patents, trade secrets, 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 use of the System following Acceptance as set out in Schedule 1;

**“Completion Date”** means the date of the completion of the development of the System prior to Acceptance as set out in Schedule 1;

**“Confidential Information”** means the terms and conditions of this Agreement as well as any information or Data disclosed or which you may learn, prior to, during or after the Effective Date, 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;

**“Contact”** means the Public Officer or other person appointed as our person to initially communicate with;

**“Consents”** means any qualifications, rights, permits, immigration approvals, licenses, authorizations or other consents required to provide the Service;

**“Data”** means logbooks, records or data files used or created pursuant to the Service (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 Service;

**“Deliverables”** shall mean Equipment and Software including the implementation of other services incorporating technical specifications in order for the Supplier to achieve the Objective and all Documents provided for the Service;

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

**“Effective Date”** means the date first written above or the date when the Supplier commences provision of the Service;

**“Equipment”** means any Supplier provided equipment including any hardware, Software, cables or conduit used to provide the System or Service to be used by us;

**“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”** means the gross fees to be paid to the Supplier for the Service provided in accordance with the terms of this Agreement;

**“Government”, “we”, “our” or “us”** means the Government of Bermuda as represented by the Department as set out in Schedule 1;

**“Go Live Date”** means the first time that the System can be used after Acceptance;

**“Go Live Support”** means support provided by Supplier to us after the Go Live Date;

**“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;

**“Intellectual Property Rights” or “IP”** shall mean all intellectual and other intangible property rights in information, including but not limited to, Confidential Information, Software, System and Documents regardless of whether copyrightable or patentable, and including all tangible embodiments thereof;

**“Insurance Policy”** means the amount of not less

than the minimum level of insurance required by law or a regulatory body or that is required for the System or Service as set out in Schedule 1, covering the Supplier and the Supplier's officers, directors, employees, agents, or subcontractors and shall be on an "occurrence basis" unless otherwise stated in Schedule 1. "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;

"**License**" means the right granted by the Supplier to us to use the System, Service or Documents;

"**Licensed Software**" means the Software and Documents which is to be licensed to us together with any third-party or other proprietary software;

"**Loss**" means all loss, 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, consequential whether foreseen, foreseeable, unforeseen or unforeseeable;

"**Objective**" means the plan and effort necessary in order to successfully achieve the result desired by the Government;

"**PATI**" means the Public Access to Information Act 2010;

"**PIPA**" means the Personal Information Protection Act 2016;

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

"**Representative**" means the person providing a Service on the Supplier's behalf;

"**Service**" means the provision of all Deliverables as set out in this Agreement and includes the use of any Equipment which is used to provide the Software or System, in order to achieve the Objective;

"**System**" means the development of an integrated information system incorporating Software;

"**Schedule 1**" contains details regarding the parties, Service, Fee, Commencement Date, Completion Date, Insurance Policy, Term and other special terms and conditions;

"**Schedule 2**" contains the specifications required for the statement of work or "**SOW**" for the System which sets out the process and procedures that shall be followed to develop and provide the System and Service which will comply with the Documents and which will integrate with other systems or software which the Government may already have or which is to be supplied by the Supplier as part of this Agreement;

"**Schedule 3**" contains the specifications and requirements for the System and Service;

"**Schedule 4**" contains the acceptance criteria for the Service;

"**Schedule 5**" contains the training services to be provided for the System or Service;

"**Schedule 6**" contains the maintenance and support services to be provided for the System; "**Schedule 7**" contains the hosting and support services to be provided for the System;

"**Security Procedures**" means rules and regulations governing health and safety procedures while on, Government premises; and information technology security protocols where the Supplier or the Representative accesses any Government information technology system;

"**Software**" means all Supplier provided software or third-party software, (including developed software, Licensed Software or configured software or any parts thereof) used to provide the Service. Software also includes any Documents, provided or licensed



to the Government, pursuant to this Agreement, including Source Code or computer programs in machine readable object code form and any subsequent updates, upgrades, releases, or enhancements;

“**Source Code**” means the programming statements that are created by a programmer with a text editor or a visual programming tool and then saved in a file, in the language in which the software was written for the Software Platform, together with all Documents, all of a level sufficient to enable the Government's personnel to understand, develop and maintain that Software platform;

“**Term**” means the Service provided from the Commencement Date to the Completion Date of this Agreement as set out in Schedule 1;

“**User**” means a person who is to use the Service or System;

“**Version**” means a new or current version of the Software on the System and which is released to us by the Supplier incorporating features, functionality or other attributes; and

“**Virus**” means any code or program which is designed to harm, disrupt or otherwise impede the operation of the System, or any other associated hardware, software, firmware, malware, computer system or network, or would disable Software or impair in any way operation of the Software, System or Service or hidden procedures, routines or mechanisms which would cause such programs to damage or corrupt Data, Equipment or communications, or otherwise interfere with our operations.

## 2. Provision of Service

2.1 You and the Representative agree to provide the Service in order to complete the Objective in accordance with and subject to these General Terms and Conditions and the following:

- (a) Schedule 1;
- (b) Schedule 2, 3 and 4;

- (c) Schedule 5 in the event that training is required;
- (d) Schedule 6 in the event that maintenance support is required;
- (e) Schedule 7 in the event that hosting services are required; and

the Government agrees to pay the Fee for the Service.

- 2.2 In the event of inconsistency between schedules and these General Terms and Conditions, the order of precedence to resolve any such inconsistency shall be as follows: (i) these General Terms and Conditions; (ii) Schedule 1; (iii) Schedule 2; and (iv) Schedule 3 to 7.
- 2.3 In the event that it is required and with our prior due diligence and written approval, you may appoint a Representative who shall have full authority to act and provide Service 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 Service and for ensuring their compliance with the requirements of this Agreement.
- 2.5 You may not subcontract or outsource your obligations under this Agreement beyond using the Representative, without our prior written consent and you shall ensure that the Representative co-operates with our employees to effectively carry out your obligations under this Agreement. You shall remain responsible for, and liable to pay, all subcontracted or outsourced persons.
- 2.6 We 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 us.

2.7 **Documents:** You shall provide Documents as requested or by the date as agreed between the parties and we shall have the right to take possession of and use any completed or partially completed portions of Documents notwithstanding any provisions expressed or implied to the contrary.

2.8 You acknowledge that we will be:

- (a) relying on 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 Service; and
- (c) using your reports and any other advice and assistance provided under this Agreement.

2.9 **Security Procedures:** The Service shall be provided in such place and location as we may instruct to you.

2.10 If a Service is required to be provided on the Governments' premises or you use our 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.

2.11 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 of this Agreement for default.

2.12 **Non-Exclusivity:** Service is provided on a **non-exclusive** basis to the Government.

### 3. **Government Responsibilities**

We shall disclose all necessary information and provide reasonable and agreed computer facilities and access necessary for you to provide

the Service.

### 4. **Additional Service**

4.1 Additional services or variations in a Service may be required after the date of execution of this Agreement and may be performed upon our prior written approval. Such written approval shall be evidenced by a change authorisation order ("**Change Order**") or such other written authorisation 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 service shall be agreed by us in writing prior to any additional service being performed.

### 5. **Fees, Invoicing and Payment**

5.1 We shall compensate you the Fee for the Service, thirty (30) days in arrears, during the Term. The Fee shall be set out in Schedule 1 and paid in Bermuda Dollars.

5.2 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.

5.3 We may dispute an invoice within thirty (30) days of receipt, however, we reserve the right to dispute payments, made on an invoice at any time if we suspect fraud or willful misconduct on your part ("**Faults**"). In the event that any Faults are discovered in relation to payments made to you, we reserve 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.

5.4 Your failure to submit a proper invoice in a timely manner may result in a delay in payment

by us. You agree that we are not responsible, nor will we 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.

5.5 **Fee Deductions:** 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.

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

- (a) if you have not delivered a Service or any part of the Service, as required;
- (b) where there has been a mistake of payment made to you;
- (c) where we have suffered loss by your failure to follow instructions or exercise due diligence;
- (d) if you cause damage to our property, the value of replacement or repair of the damaged property;
- (e) if you leave or terminate this Agreement without giving the required notice, the value of the Fee for the notice period;
- (f) when you no longer provide a Service to us, there will be a deduction of any overpayments or advances of payment taken in excess of the Fee; and
- (g) where there has been an overpayment to you for any reason.

5.7 **Invoicing:** You shall provide a monthly invoice for the Service as set forth herein, with supporting documentation and itemising the following:

- (a) Supplier name, invoice date and invoice number;
- (b) Change Order number, if applicable;
- (c) Details of Service performed;

(d) Time and Service 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 us); and

(g) Your telephone number, fax number and e-mail address.

5.8 You will only be paid the Fee for the hours that you provide a Service. For the avoidance of doubt, you will not be paid during any time that you do not provide Service or if you provide additional service which have not been prior approved in writing from an authorised Public Officer. In addition, you will not be paid for public holidays and in the event that you provide Service on a public holiday or provide additional service without prior written approval, such amounts will not be paid or if paid, will be deducted from the Fee, unless otherwise agreed in writing.

5.9 You shall be responsible to pay the Representative for the provision of the Service.

## **6. Expenses**

6.1 You, or the Representative, are not allowed to incur Expenses associated with the provision of the Service without having received our prior written consent. You shall be liable for all Expenses not prior approved in writing.

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

6.3 While performing a Service in or from Bermuda, you or the Representative may require accommodation in connection with the provision of a Service. In the event that accommodation is required, we may assist you or the Representative in acquiring accommodation but we 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 us against any losses the property owner may suffer as a result of you, 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 us to you. We may set off any amounts owed by you to us against any Fees or Expenses.

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

6.6 Without prejudice to section 5.1, we reserve the right to refuse to pay an invoice in the event that the invoice is presented six (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 a Service, including, but not limited to, payroll tax and social insurance contributions (“**Taxes**”) and you consent to us deducting due or outstanding Taxes from the Fee on your behalf, at our option. Your Tax numbers shall be set 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 such as any Taxes and all other receivables, prior to you receiving your final payment. In the event that you do not provide written proof, we shall have the right to deduct any outstanding amounts owed, including any Taxes, from final payment of the Fee.

## **8. Representations and Warranties**

8.1 You represent and warrant that you and the Representative, will perform all activities relating to a Service:

(a) in accordance with Best Industry Practice and in a professional and lawful manner;

(b) if applicable, using appropriately skilled and experienced Representative’s whose identity, address and right to live and work in Bermuda and (to the maximum extent permissible) whose absence of relevant criminal records have been verified;

(c) free from Viruses;

(d) in strict accordance with the standards, specifications and timelines as set out in Schedule 1 and the appendices in order to achieve the Objectives; and

(e) in accordance with applicable law including PIPA, rules, regulations and guidelines or policies provided by us.

8.2 You represent and warrant that:

(a) you have the right to license, assign and transfer all intellectual property rights in a Service, Software and Documents to us;

(b) the Software, System and Service will be compatible with existing equipment and software on our systems and upon installation, the Software, System, Equipment and Service will meet all the Objectives and that when used, will perform substantially as described in the

Documents and this Agreement;

(c) you represent and warrant that this Agreement is executed by you or your duly authorised Representative and that you have obtained all required authorisations and capacity in order that you can fulfill your obligations.

- 8.3 You declare that you are in possession of all Consents necessary for the provision of Service and you will maintain such Consents at all times while providing Service.
- 8.4 You shall procure the benefit of any warranties or guarantees in respect of goods and materials you supply to us and provide copies of such warranties or guarantees.
- 8.5 You confirm that all payments to us, including but not limited to, Taxes, are current. In the event that any payments are delinquent, we may deduct, in part or in full, any payments made to you under this Agreement.
- 8.6 You shall provide information or sign any other agreements necessary or as requested by us, in order that either you or us can fulfill each of our obligations under this Agreement.
- 8.7 You represent and warrant that the Software or Service to be provided pursuant to this Agreement does not and will not infringe or misappropriate any patent, copyright, or any trade secret or other intellectual or proprietary right of a third party.
- 8.8 You acknowledge and warrant that you are fully satisfied as to the scope and nature of the Service 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 representations and warranties, as set out in this Agreement, you shall, at your Expense, use

best 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; or
  - (b) if the Documents are inaccurate or misleading or a Service is not performed in accordance with this Agreement, then we, in our sole discretion, may:
    - (i) require correct Documents;
    - (ii) require, in whole or in part, a Service to be re-performed during the Term or within six (6) months of the Completion Date;
    - (iii) carry out an assessment of the value of the defective Documents or Service and deduct that value from amounts that we are required to pay you; or
    - (iv) obtain service and related documents from another service provider and you will be required to pay all amounts payable by us in obtaining alternative documentation or service from another service provider to make good the defective Documents or Service.
- 9.3 Without prejudice to any other rights available, we 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 Service from another service provider and terminate this Agreement.

#### **10. Progress Report**

- 10.1 If required, you shall submit progress reports in connection with the Service (“**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 year-to-date totals for payments received and work completed (expressed in BMD\$).
- 10.3 Any decisions and/or actions required of us 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 us.

#### **11. Contact, Inspection and Approval of Service**

- 11.1 We shall inform you of the Contact, i.e. whom you or the Representative shall be reporting to and who will accept the Service.
- 11.2 We shall at all times retain the right to inspect the Service provided by you or the Representative and you consent to visits to your premises in order to inspect the Service or Documents and we shall have the right to review, require correction or additional follow up, if necessary, and accept or reject a Service and any Documents submitted by you or the Representative.
- 11.3 You shall make any required corrections promptly at no additional charge and return a revised copy of the written work product to the Government within seven (7) days of notification or a later date if extended by us. In the event that you are required to implement changes with respect to your performance of a Service, such change shall be implemented within a reasonable time, as determined by us

in consultation with you.

- 11.4 Your failure to proceed with reasonable promptness to make necessary corrections shall be a default. If your corrected performance or written work product remains unacceptable, we may terminate this Agreement, reduce the Fee and/or reject the hours submitted in connection with such work to reflect the reduced value of Service 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 Service in such order as we may require rather than providing a Service during a specified amount of time and you recognise that providing a Service outside of Business Days may be necessary in order to fulfil your obligations and responsibilities without additional compensation of any kind.
- 12.2 We 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 a Service.

#### **13. License**

- 13.1 Subject to Section our ownership rights in Section 17, you grant to us a non-exclusive, unlimited and royalty-free license to use Software and Documents to enable us to use Equipment and a Service.
- 13.2 The License granted herein includes all major releases, updates or upgrades of Software.
- 13.3 You retain title and property rights to the Software. Unless specifically stated in the Agreement, we neither own nor will acquire any right of ownership to any Software or Equipment, including, but not limited to,

copies, and any related patents, copyrights, trademarks, or IP addresses assigned to you.

- 13.4 You shall ensure the continued compatibility of the Equipment with all major releases, updates, or upgrades of any Software.
- 13.5 In the event you are not able to support Software update, upgrade, version or new release that changes major functionality and is not compatible with the Equipment or a Service, you shall use your best efforts to resolve such issues and to provide optimal functionality of the Equipment or the Service.
- 13.6 If required by us, you shall maintain and keep current human and computer readable copies of the Source Code and you shall provide us with copies of all Source Code.
- 13.7 In the event that we no longer wish to pay an annual enhancement fee or an annual support and maintenance fee after the first year from the Go Live Date, then the Version of Software that the Government has will crystalize at that time with that application code and cap any further updates going forward. This will allow us the ability to use the System in perpetuity. If, however, in the future we wish to obtain support or upgrades then the current year's enhancement fee(s) and support and maintenance fee(s) will be payable in order to bring the version of the Software or Service, current.

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

- 14.1 Indemnity: You shall fully indemnify, hold harmless and defend us and our Public Officers, Ministers, agents and subcontractors, (collectively, for the purpose of this section "**Indemnified Party**") from and against any Loss arising from or incurred by reason of any Intellectual Property Rights by the use or possession of any part of the Deliverables

provided by you or licensed by you under this Agreement subject to us:

- (a) notifying you in accordance with the notice provisions in this Agreement of any alleged infringement; and
  - (b) allowing you, at your Expense to conduct negotiations for settlement or litigation including defending the Claim, provided that if you shall fail to take over the conduct of negotiations or litigation then we may do so at your Expense, in which case you shall indemnify us against all Expense.
- 14.2 You shall indemnify the Indemnified Party against all Loss whatsoever, during the period that we are deprived of the use of the System, Service or Deliverables or any portion thereof.
  - 14.3 You shall defend, indemnify, hold and keep harmless the Indemnified Party from all Loss hereunder; provided that the Government provides you with:
    - (a) prompt notice of such Loss;
    - (b) sole control over the defense and/or settlement of any Claims (provided that any settlement requiring any act or omission by us shall be subject to our consent, not to be unreasonably withheld or delayed); and
    - (c) all assistance reasonably required (at your expense) for the defense of such Loss.
  - 14.4 No Liability: In no event shall the Indemnified Party be liable to you for Loss.
  - 14.5 Limitation of Liability: Without limiting the provisions of this Section, each party's maximum aggregate liability, for all Claims or Loss in connection with this Agreement or the performance thereof arising during its entire term shall be limited to the Fees paid to you under this Agreement for the three (3) months immediately preceding the date the on which

the latest Claim(s) or Loss first arose or the coverage limits of any insurance policy that may be required to respond to a Claim or Loss, whichever is the greater.

- 14.6 Nothing in this Agreement shall exclude or limit any liability which cannot be limited or excluded by law and you shall accordingly maintain the Insurance Policy in full force and effect during the Term.
- 14.7 All Claims against us 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.
- 14.8 Insurance: If required, you shall maintain an Insurance Policy. The Insurance Policy shall be evidenced by delivery to us 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 we require by shall entitle us to either obtain or maintain the Insurance Policy on your behalf at your sole cost and expense, or to terminate this Agreement without prejudice to any other of our rights or remedies in connection with this Agreement.
- 14.9 You shall be responsible for the payment of all deductible amounts on such policy or policies and shall on request supply to us a copy of the Insurance Policy and evidence that the relevant premiums have been paid.
- 14.10 In the event that you have not paid Insurance Policy premiums, upon signing this Agreement, you consent to us 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 our sole discretion.
- 14.11 At our 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 Service.
- 14.12 You shall notify us 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.
- 14.13 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.
- 14.14 If you subcontract or outsource any Service, you shall ensure that each subcontractor maintains insurance coverage with policy limits of at least the amounts stated above.
- 14.15 The insurance requirements set forth in this Agreement do not in any way limit the amount or scope of your liability under this Agreement. The Insurance Policy amount only indicates the minimum amount of insurance coverage that we are willing to accept to help ensure full performance of all terms and conditions of this Agreement.
- 14.16 Waiver of Rights of Recovery: You hereby waive all rights of recovery against us 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.
- 14.17 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, epidemic,



pandemic, labour dispute, act of terrorism, war, embargo, government order or other event beyond either parties' 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.

14.18 Business Continuity: You shall maintain, test and where appropriate implement business continuity procedures to reduce the risk of force majeure impacting the provision of the Service and upon request, provide such evidence to us.

#### 15. **Non-Solicitation**

During the Term and for a period of twelve (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 Service, 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 unauthorised 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 our instructions if you have access to Data as a result of providing the Service.

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 Service. You will keep strictly confidential any other Confidential Information and you shall only use such Confidential Information as required for providing the Service (and no other purpose).

16.4 A breach or anticipated breach of the confidentiality provisions of this Agreement, will cause us irreparable harm and you agree that monetary damages alone may not be an adequate remedy and, accordingly, either party may, without prejudice to any other rights or remedies that either party 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 us the equivalent of the Fee paid to you for a three (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. **Ownership, Intellectual Property and Copyright**

17.1 Upon payment of the Fee, we shall own Deliverables provided in accordance with this Agreement.

17.2 Intellectual Property: You represent and warrant to us that you or the Representative have created the Documents for and on our behalf or you have obtained a written and valid Consent and assignment of all existing and future Intellectual Property Rights in the Documents.

17.3 Documents created under this Agreement shall be original works created by you or the Representative and shall:

- (a) not include Intellectual Property Rights 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 us to any claim for infringement of any Intellectual Property Rights of a third party.
- 17.4 You shall do all things necessary to assign to us all Deliverables and their existing and future Intellectual Property Rights to the fullest extent permitted by law. Insofar as such rights do not so vest automatically by operation of law or under this Agreement, you shall hold legal title in such rights on trust for us.
- 17.5 You and the Representative agree that all Documents and other works created in full or in part by you or the Representative may be maintained, changed, modified and/or adapted by us without the consent of either you or the Representative. Notwithstanding the foregoing, you and us may agree in writing that certain identified and designated Intellectual Property Rights will remain with you.
- 17.6 Copyright: Copyright and other intellectual property rights in the Deliverables shall belong to us, and we may utilise Documents freely (including by adapting, publishing and licensing).
- 17.7 Deliverables shall not be used or copied for direct or indirect use by you or a Representative after expiry or termination of this Agreement without our express prior written consent.
- 17.8 We acknowledge that you and Representative possess knowledge and expertise relating to the subject matter of a Service (“**Supplier Know-How**”), which may include intellectual property rights in certain pre-existing tools and materials used by you in performing a Service. Nothing in this Agreement is intended to transfer to us any rights in the Supplier Know-How, which shall remain your property.
- 17.9 To the extent that any Supplier Know-How is included in any Deliverables, you hereby grant

to us 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.

- 17.10 Government logo: You may not use the 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.
- 18.2 The Service 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.
- 18.3 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 us 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.
- 18.4 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.
- 18.5 We may terminate this Agreement at any time based upon your default of your obligations under this Agreement. We, in sole 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 we,

in our sole discretion, deem adequate.

18.6 Either party may terminate this Agreement immediately, if the other party:

- (a) commits an irremediable breach;
- (b) is subject to a change of control or chooses to discontinue its business;
- (c) if you or your parent entity ceases or threatens to cease to trade (either in whole, or as to any part or division involved in the performance of your obligations under this Agreement), or becomes or is deemed insolvent, is unable to pay your debts as they fall due, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of your assets or business, makes any composition or arrangement with your creditors or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or you take or suffers any similar or analogous procedure, action or event in consequence of debt in any jurisdiction; or
- (d) if the other party's performance is affected by a force majeure event which lasts seven (7) days or more.

18.7 In the event of termination of this Agreement, all Fees due and payable shall be paid to you.

18.8 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.

18.9 Upon expiry or termination of this Agreement, you shall provide us with all such assistance as may be reasonably necessary in order to end the relationship in a manner which causes the least inconvenience to us including assisting with the transfer of Data.

18.10 We may temporarily suspend the Service hereunder and shall confirm such instruction in writing to you.

18.11 Upon any such suspension, we shall pay all Fees and Expenses up until the time of such suspension of Service. If, following suspension of the Service, there is no resumption within six (6) months, this Agreement may be terminated by you, and we shall make a payment of all outstanding Fees and Expenses in accordance with this Agreement if such amounts are due.

18.12 We may issue a written order to resume the provision of Service within six (6) months of suspension in accordance with the terms and conditions of this Agreement.

18.13 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 our request prior to or within sixty (60) days after the effective date of termination, you will make available to us a complete and secure (i.e. encrypted and appropriately authenticated) file of Data in a format to be agreed at the time including all schematics and transformation definitions and/or delimited text files with documented, detailed schematic definitions along with attachments in their native format.

19.2 You will be available throughout this transfer of

Data period to answer questions about all elements of the Data transfer process so that we may fully access and utilize the transferred Data.

- 19.3 If required, you shall manage the transfer of all Data and technical assets to a service provider of our choice, at your Expense.
- 19.4 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 to allow us to be able to access and use the Source Code.

## 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 Service 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 our prior written consent. Any such transfer by you in breach of this section shall be void and be an irremediable material breach of this Agreement. We may transfer our 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 assigns, 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. Neither the presentation nor payment or non-payment of an invoice shall constitute a settlement of a dispute, an accord and satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the parties hereunder.

20.11 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.

20.12 You consent to us processing data relating to you for legal, administrative and management purposes. We may make such information available to those who provide services to us (such as advisers and payroll administrators), regulatory authorities and governmental or quasi-governmental organisations including those outside of Bermuda.

## 21. Governance

21.1 You shall inform us promptly of all known or anticipated material problems relevant to delivery of the Service.

21.2 You agree to provide us (and, if we request in writing, our auditors and competent regulatory authorities) with full information on the provision and delivery of a Service in an open and cooperative way and attend our meetings to discuss the Service and this Agreement. We may disclose any information relating to this Agreement to a regulator, auditor or in accordance with PATI.

21.3 You shall provide details of all persons with an ownership stake in the Supplier, which shall include persons who are your direct shareholders as well as person who are shareholders of other companies in which you hold an ownership stake.

21.4 Such statement shall be provided at least annually or if there is any change in your interests.

## 22. Anti-Corruption

22.1 You represent, warrant and covenant that, in connection with activities performed under this Agreement or on our behalf, you have 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 Agreement, 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 of the Government, or any immediate family member of such persons.

22.2 You represent, warrant, and covenant that you have complied and will comply with The Bribery Act 2016 and all other applicable laws of any relevant jurisdiction in connection with the performance of your obligations under this Agreement. Without limiting the generality of the foregoing, you represent, warrant, and covenant that you have not and will not take any action that would cause the Government, or anyone acting on its behalf to violate or be subjected to penalties under The Bribery Act 2016, or the applicable anti-corruption laws of other countries.

22.3 You acknowledge and agree that in the event that we believe, in good faith, that you have breached this section, we shall have the right to immediately terminate this Agreement and any or all other agreements that we may have with you.

## 23. Retention of Confidential Information, Records and Audit

- 23.1 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 Service. We will have full access to and the right to examine any Documents, at any time during this period. We must be notified, in writing, prior to any of the Documents being destroyed.
- 23.2 You shall retain all records pertinent to this Agreement for a period of three (3) years following expiration or termination hereof.
- 23.3 You shall establish and maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Accounting Principles and practices in Bermuda 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 three (3) years thereafter, we 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 three (3) years following resolution of the audit or any arbitration or litigation arising hereunder.
- 23.4 We reserve the right to conduct periodic visit your premises to perform audits after the commencement of this Agreement to ensure continued compliance.
- 23.5 Duly authorised Public Officers shall have full access to and the right to examine any Documents and any of the records pertinent to this Agreement, at all reasonable times for as long as such records are required to be retained hereunder.
- 23.6 You shall include the aforementioned audit and record keeping requirements in all

subcontracts and assignments, if any, made in accordance with this Agreement.

**24. Electronic Communication**

Communications may take place by email. The internet is not secure and messages sent by email can be intercepted. Each party shall use best efforts to keep its security procedures current and all communications by email secure.

**25. Governing law**

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

**26. Dispute Resolution**

26.1 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.

26.2 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.

26.3 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.

26.4 In rendering judgment, the arbitrator may not provide for punitive or similar exemplary damages.

26.5 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

*[signature page follows]*

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

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

**SIGNED** by the **Supplier** or a duly authorised officer for and on behalf of the **Supplier**

Signature:

Print Name:

Title:





### SCHEDULE 1

This Schedule 1 is incorporated into the Agreement. Capitalised terms used but not defined in this Schedule 1 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 Schedule 1 will prevail to the extent of such conflict.

1. **The Government**

<b>Ministry:</b>			
<b>Department:</b>			
<b>Address:</b>			
<b>Government Contact:</b>			
<b>Tel No.:</b>		<b>Mobile No.:</b>	
<b>Email address:</b>			

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

<b>Supplier Name:</b>			
<b>Address:</b>			
<b>Home Tel:</b>		<b>Mobile No.:</b>	
<b>Email address:</b>			
<b>Commencement Date:</b>			

<b>Completion Date:</b>	
<b>Go Live Date:</b>	
<b>Termination Notice Period:</b>	30 days
<b>Professional Service hourly Fee payable in arrears:</b>	BMD\$
<b>Software License Fee:</b>	BMD\$
<b>System Installation Fee (one time):</b>	BMD\$
<b>System Maintenance Fee:</b>	BMD\$
<b>Special Conditions related to the Fee:</b>	
<b>Payroll Tax #:</b>	<b>Social Insurance No.:</b>
<b>Insurance Coverage:</b>	<b>Minimum Coverage Amount</b>
<b>Professional Liability:</b>	BMD\$2,000,000
<b>Commercial General Liability:</b>	BMD\$2,000,000
<b>Technology Errors and Omissions</b> for damages arising from computer-related services, including the following: Consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, and the use of any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold:	BMD\$2,000,000
<b>Intellectual Property Insurance:</b>	BMD\$2,000,000

<b>Data Privacy Protection Insurance:</b>	<b>BMD\$2,000,000</b>
---	-----------------------

3. Service provided by the Supplier



## **SCHEDULE 2**

### **Statement of Work**

#### **1. Details of Statement of Work**

- 1.1 Supplier shall create a Statement of Work (“SOW”) which will detail the development and installation of the System and Service.
- 1.2 The SOW shall include a project plan and set out work to be undertaken in order to finalise details for the specification of the System and the Service together with the functions, service levels and performance requirements that the Service shall meet.
- 1.3 Example of what the SOW should include:
  - (a) the matters set out in the Version of the Bermuda Government Data Management Application;
  - (b) a description of the specifics of the provision of the System or Service;
  - (c) a project plan for the development, implementation and delivery of the Service;
  - (d) proposed applicable Fees and/or proposed fees; and
  - (e) any other applicable terms.
- 1.4 Except in circumstances beyond your control or variations in the requirements or other instructions of the Government which prevent you from completing the SOW within the time as set out in this Agreement, it is a condition of this Agreement that the SOW shall be delivered by you to us at the time required by us.
- 1.5 Upon delivery of the SOW to us, we shall, within fourteen (14) days following delivery of the SOW:
  - (a) approve the SOW;
  - (b) reject the SOW, in which case the Agreement may be subject to termination; or
  - (c) request variations to and/or explanations of any aspect or aspects of the SOW.
- 1.6 If we make no request within the time specified under Section 3. of this schedule, then the SOW shall be deemed to be approved.
- 1.7 If we request variations to the SOW then, upon your reply, the same conditions shall apply as in Section 1.2(a) and 1.2(b) of this schedule with the addition that we may withdraw such requests for a change in the SOW.
- 1.8 The terms of the SOW shall be and are hereby imported as terms of this Agreement.
- 1.9 For the avoidance of doubt, time is of the essence for the Supplier when providing the deliverables under the SOW and any other deliverables in connection with this Agreement.
- 1.10 Acceptance of the Service shall be subject to Schedule 4 of this Agreement.

2. **Representative**

The following person(s) or organization(s) have been designated as the Representative and will be providing the Service to us:

Resource	Contact Details	Role
	Tel Number:	
	Mobile Number:	
	email:	
	Tel Number:	
	Mobile Number:	
	email:	
	Tel Number:	
	Mobile Number:	
	email:	

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



## SCHEDULE 3

### SYSTEM SPECIFICATION REQUIREMENTS

#### 1. **Specification**

You shall deliver the System and the Service in accordance with the Documents and with the requirements set out in the SOW in order to achieve the Objective.

If required by us, you shall also deliver a training plan.

Changes to the Specification shall only be agreed through the Change Order procedure.

(This Schedule sets out the common headings of the content of a typical Systems specification. In writing the Specification it is important to make a clear distinction between the Government's mandatory requirements that must be delivered and any optional or desirable requirements that are of less significance.)

You shall provide specific requirements in the Documents as required by us, as follows:

##### 1.1 Systems Environment

- (a) The System architecture within which the Licensed (and developed) Software will operate.
- (b) A detailed list of existing systems and interfaces for the Software and the Equipment and the existing and planned new equipment and software which may be in place and with which the System is to operate.
- (c) Any other software, system and technical standards that are to be complied with.

##### 1.2 User environment and any constraints

You shall provide the physical conditions and any special considerations, energy or cooling or other environmental constraints required for the System.

##### 1.3 The functional requirements for the System

- (a) Specific business functions in accordance with our requirements.
- (b) Any legal or statutory regulations that may apply.
- (c) Optional requirements in addition to mandatory features.

##### 1.4 The performance requirements

- (a) Response times of the System for Users for specified transactions.
- (b) Availability (i.e. 24 hours, 7 days a week).
- (c) Error rates, mean time between failures and mean time to fix faults.
- (d) Batch processing times.
- (e) Volumes of transactions within a given period within performance parameters.
- (f) Success in processing the volumes.
- (g) Scalability for future growth in business and System enhancement.

##### 1.5 Development Methodology requirements

- (a) Any standard or methodology with which the Software development work is to comply – either with our own standards, those of the Supplier or a recognized published standard.
- (b) Productivity standards to be achieved.
- (c) Quality standards.

1.6 Technical requirements

- (a) Avoid technical details which are not essential.
- (b) Interface specifications with other systems and equipment.
- (c) Technical standards with which compliance is required.
- (d) Detailed specifications of any existing or third party software to be used.
- (e) Specific specifications agreed between us and you for other parts of the System environment with which the licensed and developed Software will be required to operate.
- (f) Equipment, storage, memory and computer network capacity and processing power, which the Supplier proposes to run the given volume of transactions. Notwithstanding, you shall be responsible for ensuring that the delivered Equipment, storage, memory and computer network capacity and processing power will meet all of the requirements specified in the System specifications.

1.7 Maintainability

- (a) Specific requirements for maintenance and support.
- (b) Support for our own maintenance.

1.8 Documents

A description of the documents, manuals, installation and maintenance instructions and any training material and the standards or format in which they are to be supplied.

1.9 Training

A description of the training to be provided by the Supplier

**2. Service for System Integration and Implementation**

2.1 System Development

- (a) You shall develop the System to provide the facilities and functions and performance set out in the specification and the detailed design to meet our requirements for the System. The System shall comply with the best practice of the software and computer services industry and to the structured programming and documentation standards set out in the Documents.
- (b) You shall verify that the specification and all Documents provided are accurate and complete and shall agree with us any changes that we may consider to be necessary under the Change Order procedure.
- (c) You shall keep all work, data and Documents safe and secure from loss or damage and maintain up-to-date back-up copies in a separate and secure location.

2.2 Delivery of the System

- (a) You shall deliver System and Documents and install the Software on the System by the date in the Project plan.

- (b) You shall deliver all Versions of the System to us within ten (10) Business Days of its general availability and provide all necessary support and documentation for its installation and use.
- (c) You shall deliver the System in machine readable format and install the Software on the System and provide us with copies of all Documents before installation of the Software is complete.

1.11 Delivery of Equipment and upgrades

- (a) You shall ensure that the System and Equipment are capable of operating under the latest version of the operating system software that it is required to execute or we are entitled to use in accordance with the SOW specification.
- (b) You shall make available to us all fixes, modifications, Software changes and revised documentation that it requires for the Equipment and shall provide assistance in installation as necessary.
- (c) You shall supply upgrades to the Equipment which are available and required by us under these terms and conditions and at a price which shall be set out in the Fee schedule less the discount as agreed with us, whichever shall be the lower.
- (d) You shall supply on our written request such supplies of parts, any documentation and diagnostics or other support software that may be necessary for us or a third party contracted to us to maintain and support the Equipment. The terms of such supply shall be reasonable and on no worse terms than those made available to other customers.

**3. Specification and Design services**

- 3.1 You shall be responsible for the System and the Service described in the Agreement and shall deliver all Documents describing the deliverables accurately and in detail. Deliverables shall meet the requirements set out in the Agreement.
- 3.2 We will agree deliverables within an agreed period or notify you of any changes it requires and which you shall incorporate into revised deliverables for our agreement.
- 3.3 If not already set out in the SOW, you shall develop a detailed plan for the development, test integration and installation of the System to meet the specified requirements of the Government including an agreed date for completion of the Software and Service taking into account reasonable standards of productivity and an assessment of the likely risks.
- 3.4 You shall develop detailed technical and design specifications to comply with our specification and our stated requirements and agree these with us. You shall be responsible for ensuring the completeness and accuracy of the detailed design for the System and shall not be entitled to additional payment for any matter or fact relating to the requirement that could reasonably have been verified before entering into the Agreement or during the detailed design stage.
- 3.5 If the result of preparing a detailed plan and detailed specification result in changes to the provision of Service, these shall result in changes to the SOW and the Documents and these amended versions shall be included in this Agreement as appendices and shall replace or amend the current appendices describing the requirements for the software development plan and any specifications for the Service. Otherwise additional details to the plan and specification for the Service shall be included in the Agreement as appendices.

**4 Requirements of a Project Plan**



- 4.1 The Supplier shall carry out the activities and deliver the System and a Service in accordance with the Project plan for the development of the System, an example of the information required is set out below.
- 4.2 The critical dates for delivery and which shall be firm contractual obligations on the Supplier are set out below. The Supplier shall be responsible for taking all action necessary that complies with the terms of the Agreement to ensure that these dates are achieved.
- (a) Commence development.
  - (b) Complete draft for project plan of System.
  - (c) Deliver System ready for Acceptance Tests.
  - (d) Achieve Acceptance.
- 4.3 The example of the project plan below are for project management purposes and the Supplier should set out the key milestone dates that the Supplier aims to meet.

**Example of Project Plan**

Activity	Responsibility Resources	Commencement	Completion
Appoint Project Managers			
Develop Detailed Plan			
Agree Detailed Plan			
Develop Specification			
Agree Specification			
Commence implementation of Service			
Provide facilities on Site			

Develop detailed design			
Agree detailed design			
Deliver development environment			
Licensed Software for development			
Develop and Plan Acceptance Tests			
Develop Phase X			
Test Phase X			
Deliver Phase X			
Integrate all Phases			
System test			
Design and deliver Acceptance			
Test Software			
Design and Plan Training			
Design and Plan Implementation			
Deliver Equipment and test			
Deliver System ready for Acceptance Tests			
Perform Acceptance Tests			
Confirm Acceptance			
Install the Live System			

Agree Maintenance and Support			
Service Level Agreement			
Correct all errors found			
Confirm completion of live running period			

#### SCHEDULE 4

##### ACCEPTANCE TEST AND ACCEPTANCE CERTIFICATE

**1. Delivery, Testing and Acceptance**

**System:** You shall, within thirty (30) days after the Effective Date, make the System available to us and deliver to us a master copy of the Software licensed hereunder in object code form, suitable for reproduction in accordance with this Agreement, in electronic files unless otherwise requested by us. All Government license keys, usernames, and passwords shall be authenticated by the Supplier and perform according to the SOW.

**Service:** You shall complete all services required in connection with the installation and integration of the System as provided in this Agreement.

**Documents:** You shall deliver copies of the Documents to us concurrently with delivery of the System, and thereafter shall promptly provide any updated Documents as it becomes available during the term of this Agreement. You represent and warrant that the Documents are of sufficient quality and completion to enable a competent User to operate the Software efficiently and in accordance with the schedules and appendices to this Agreement. We have the right to copy and modify the Documents as it deems necessary for its own internal use.

**2. Acceptance Test**

2.1 You and us shall carry out acceptance tests at regular intervals as required by us to confirm that each part of the System is provided and implemented in accordance with any of our required specifications and following such Acceptance Tests, we may accept the System or a Service prior to the Go Live Date.

2.2 The details of the tests and the responsibilities of both parties are set out in this schedule. In the event that the Acceptance Tests have not been agreed by the date set out in the Agreement then either we or you shall prepare Acceptance Test specifications and plans for agreement with the other party within ninety (90) days of the date set out in any SOW or System plan.

- 2.3 In the event of any dispute, our requirements shall prevail. Any changes to the Acceptance Test plan shall be subject to the Change Order procedure.
- 2.4 All plans, data and results produced for the purposes of the Acceptance Tests shall be made available for scrutiny by both parties and either party shall be entitled to be present at any tests and be given reasonable notice of the intention to carry out tests.
- 2.5 By the date in the plan we or you shall prepare the data for use in Acceptance Tests and a statement of the results with which the Service are expected to comply. Either party may request changes to the data and the expected results provided that no change may be agreed without our prior written approval.
- 2.6 You shall carry out unit and system tests on each part of the System as they are completed. Any faults identified shall be rectified prior to delivery of the System or a Service to us.
- 2.7 You shall carry out system and unit tests on the System and Service at specified stages as required by us prior to delivery to verify that the System is operating in accordance with specifications as set out in the Documents. Any faults identified shall be rectified prior to delivery of the System to us.
- 2.8 You shall carry out all Acceptance Tests on the System and a Service prior to delivery and after installation to ensure that it is working properly in accordance with the Documents.
- 2.9 You shall confirm, in writing to us, prior to, or at the time the System or a Service is delivered and installed, that you have carried out tests and that in your opinion, the System and a Service are in accordance with the specifications and Documents.
- 2.10 We shall carry out the Acceptance Tests to the dates or time scales set out in the plan after delivery of the System or a Service.
- 2.11 You shall provide all necessary assistance to us to perform the Acceptance Tests.
- 2.12 If the System, a Service or any part of them shall fail then a repeat of the Acceptance Tests shall be carried out in accordance with the provisions of this appendix.
- 2.13 You shall re-test all or parts of the System or a Service before delivering the corrected System or a Service to us for repeat Acceptance Tests.
3. **Final Acceptance Testing:** There shall be a testing period during which we shall determine whether the System or a Service: (i) properly functions on the Equipment and with any applicable operating software; (ii) provides the capabilities as stated in this Agreement and in the Documents; and (iii) to the extent stated, meets the acceptance criteria. In the event of a conflict between the acceptance criteria and the Documents, the Acceptance criteria shall prevail.
- 3.1 The testing period shall commence on the first Business Day after you have informed us in writing that you have completed the System, a Service or Deliverables required to be performed prior to testing and that the System or a Service are ready for testing, and the testing period shall continue for a period of up to thirty (30) days.
- 3.2 During the testing period, we may notify you in writing of any error or defect in the System so that you may make any required modifications or repairs. If you so elect in writing, testing will cease until you resubmit

for final Acceptance testing, at which time the testing period shall be reset to that of a first submission for testing.

- 3.3 We shall notify you in writing of your final Acceptance or rejection of the System or a Service, or any part thereof, within fifteen (15) days after the end of the testing period, or as same may be extended by us. If we reject the System, a Service or any part thereof, we shall provide notice identifying the criteria for final Acceptance that the System or a Service, failed to meet. Following such notice, you shall have thirty (30) days to (a) modify, repair, or replace the System, Service or any portion thereof, or (b) otherwise respond to our notice. If you modify, repair, or replace the System, a Service or any portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this section.
- 3.4 In the event you fail to remedy the reason(s) for our rejection of the System, a Service or any portion thereof, within thirty (30) days after our initial notice of rejection, we may elect, in writing, to either accept the System or a Service as it then exists or to reject the System or a Service and terminate the Agreement.
- 3.5 If we elect to accept the System or a Service as it then exists (partial acceptance), you shall continue to use your best efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing best efforts, you fail to remedy the issue(s) identified by us within a reasonable time as determined by us, then we shall be entitled at our sole option, to a refund of the sums paid to you or to deduct from future sums due under the Agreement the value of the rejected portion of the System or a Service as mutually determined by the parties. If the parties cannot agree upon such value, we shall have the right to reject the System or a Service and to terminate the Agreement on the terms stated above in this paragraph.
- 3.6 We shall have final say on: i) criteria for Acceptance Test; and ii) whether you have passed any phase of the Acceptance Test procedure, including Final Acceptance.

#### 4. ACCEPTANCE CERTIFICATE

- 4.1 When the System has been completed in accordance with the Agreement and has passed the Acceptance Tests, you shall be entitled to apply to us for the issue of an Acceptance certificate (“**Certificate**”) and we shall issue the Certificate within seven (7) days of an application which you are entitled to make. Minor cosmetic errors or errors for which fixes can be delivered prior to operational use will not prevent the issue of the Certificate but all such errors shall be identified on the Certificate and corrected within the time periods specified in the Certificate
- 4.2 If the System or a Service shall fail to pass the Acceptance Tests and any repeat Acceptance Tests as provided for in this appendix then we shall be entitled by written notice to you to exercise at its sole option any of the following rights:
  - a) To require you to carry out all or any of the Acceptance Tests at such rate as we shall require at your sole cost and otherwise on the same terms and conditions as the repeat tests. If the System shall pass such Acceptance Tests, then you may then apply for the issue of the Certificate. If the System fails all or any of such Acceptance Test then we shall have the further rights set out in this clause.
  - b) Accept the System or a Service subject to a reasonable abatement of the Fee to take account of the loss to the Government caused by the failure of the System or a Service or any part thereof to conform to

the requirements specified in the Acceptance Tests. The amount of such loss shall be agreed between the parties or, in default of agreement within fourteen (14) days of the notice issued by us under this appendix, as shall be determined by an expert appointed under the Agreement.

- c) Accept that part of the System or a Service, which has passed the Acceptance Tests, and reject that part of the System or a Service, which has failed the Acceptance Tests. You shall then be entitled to a partial Certificate in respect of that part which has been accepted. Such partial rejection shall not constitute termination of the Agreement but you shall be liable to us for such compensation for the part of the System or Service rejected as may be agreed by the parties within fourteen (14) days of the notice issued by us under this appendix, or in default of agreement, as shall be determined by the expert appointed under this Agreement.
- d) Reject the System or a Service as not being in conformity with the Agreement and terminate the Agreement for default by you, in accordance with the terms of this Agreement.



## SCHEDULE 5

### 1. Training and Documents

- 1.1 You shall provide training to a sufficient number of our personnel to secure the satisfactory operation of the Software and to enable our personnel to be able to train other Users (“**Train the Trainer**”).
- 1.2 The training format will be for you to Train the Trainer in the use of the configured version of the Software through a combination of documentation, in-person seminars, recorded video and various online methods as required by the Government.
- 1.3 In addition to the Train the Trainer training above, the Documents will describe in detail and in a completely self-contained manner how the Users may access and use the System or Service such that any reader of the Documents can access, use and maintain all of the functionality of the System and Service without the need for further instruction.
- 1.4 All Documents and training materials supplied to us shall be the property of the Government.
- 1.5 **Example**
  - (a) Develop and provide a training programme for ongoing use of the System (“**Training Programme**”) that will result in the employees or other Users obtaining an applicable qualification provided by you as required by us. The qualification is to be made up of a wide range of units covering core management skills such as, understanding how to organise and delegate, plus skills in communication, team leadership, change, innovation and managing people and relationships. The Training Programme allows for flexibility in unit choice which in turn means that the qualification can be tailored to meet the needs of the employee and employer.
  - (b) The Training Programme will be developed and provided to us for:
    - (i) employees seeking to move up to the next level of management; and
    - (ii) managers who need to lead employees through organisational change, budget cuts or other pressures.
  - (c) The benefits of this Training Programme are as follows:
    - (i) Gain a range of key management skills and put them into practice in the employees own role.
    - (ii) Build employee leadership capabilities – motivate and engage teams, manage relationships confidently.
    - (iii) Develop employee leadership and management skills using employees own knowledge, values and motivations.
    - (iv) Develop effective and confident first-line managers.
    - (v) Develop better relationships and communication in teams.
    - (vi) Enhance managers’ experience with the tools to develop their own skills and abilities.
  - (d) Proven skills: In order to complete the Training Programme, Users will need to show that they have developed the required skills and have met the necessary requirements of the Training Programme.



## SCHEDULE 6

The Maintenance and Support Service (“**Maintenance Service**”) available from you shall commence from the Go Live Support date and continue for at least one (1) year until terminated by us giving not less than three (3) months’ notice to you.

Charges for the Maintenance Service shall commence following the time that all defects identified during the Final Acceptance Test and which were not corrected at the time of acceptance testing are corrected and are in accordance with the System specifications required by us.

### Maintenance Service

1. The Maintenance Service shall be provided as set out below:
  - 1.1 provide such maintenance service to ensure that we can continue to use the System as set out in any Service specifications;
  - 1.2 make available to us any information, tools or software necessary to carry out first line fault diagnosis and resolution of a problem;
  - 1.3 provide a specified number of persons skilled and experienced in the design and use of the Service and our use of the System to provide the maintenance service. These persons will be made available to us, at previously agreed charge rates to provide expert consultancy and advice, enhancement development service or training and onsite support as reasonably required by us. Such engagements shall be subject to further agreements;
  - 1.4 the parties shall agree the implementation and operation of any remote diagnostic tools, which you may make available from time to time;
  - 1.5 provide a telephone help desk or on-line service to receive and log calls for assistance and provide an initial fault diagnosis and resolution service. The fault diagnosis and resolution service shall be provided by sufficient competent people for 24 hours per day, 7 days per week [*or during working days between 0800 and 1800*];
  - 1.6 as soon as a defect which has a significant effect on the use of the System or Service is reported by us or you become aware of the defect, you shall promptly commence work on diagnosing the defect and providing a report detailing requirements and cost to fix the defect and continue to work diligently until a fix of the defect can be successfully implemented on any part of the System.
2. Service levels for responding to reports of defects and fixing defects or faults will be provided as a separate document to this Appendix.
3. All changes and corrections made by you shall be documented and revised Documents shall be supplied to us.
4. You shall be responsible for delivering corrected programs or instructions to correct the defect so that the System can be restored to operational use with least possible delay. You may be required by us to provide on-site or other support for reinstallation and recovery of the System.
5. If a defect has no material impact on the use of the System by us, you and us shall agree a reasonable period within which the fault will be fixed and incorporated into a generally available version or release.



6. All corrections made by you shall be free from Viruses and shall execute and/or operate without further defect or impact on other parts of the System.
7. Intellectual Property Rights in any correction, enhancement or modification, made to the System or any new tool or technique or know-how developed as a consequence of correcting a defect shall be the property of the Government except where the intellectual property is an inherent part of the System and is to be made available to other licensees of the System.
8. You shall be responsible at your own Expense for the maintenance and support of any part of the System which is supplied prior to acceptance and is required for use by the Government or you, as part of the System.
9. You shall correct any fault which may be caused by our act or omission in not using the System or a Service in accordance with the Documents and shall be entitled to charge us a reasonable fee at the rate set out in the Fee and payment schedule for such work.
10. If any part of the System or Service is terminated due to your un-remedied default of the System or at your request, then you shall provide all Documents of the System and internal maintenance instructions to allow us to maintain the System itself or to allow us to engage a third party to carry out the maintenance of the System. All such transfer of Software, Data or other information shall be made subject to this Agreement and at your Expense.

**For System specifically:**

1. You shall accept a request from us to recommence previously terminated maintenance and support service at a later date provided that we pay a reasonable additional fee for the installation of current versions or releases of the System which shall be compatible with our systems or software.
2. We shall not be required to install any new Version of the System for which additional payment is required provided that any new Version is fully compatible with the System or Service and meets our functional and performance requirements and the fee proposed by you can be demonstrated to reasonably reflect the increased value of the new Version.
3. You shall promptly make available under the terms of this Agreement all Versions (including upgrades and releases) of the System provided under the maintenance and support service.
4. You shall continue to provide support on request for a Version of the System in use by us.
5. You shall keep up to date and, on request, provide an accurate plan for the release of Versions of the Software.

## SCHEDULE 7

### HOSTING SERVICES TERMS AND CONDITIONS

1. If required by the Government, you shall provide hosting services including providing the physical environment, security, HVAC and power for the required server hardware and the Government software residing thereon. Supplier also provides internet connectivity, by being responsible for network operation and availability of internet access and related services for the Government website (“**Site**”) in accordance with and subject to applicable terms and conditions of this Agreement. You will host the Site initially whilst the System is under development and you will continue to host the System in your private and secure cloud until the Government and Supplier can agree on a hosting location.
2. Specific hosting services shall include but not be limited to:
  - (a) collocation for the Government server hardware;
  - (b) integration testing of the server hardware and the Government software residing thereon and any Government supplied components as required;
  - (c) installation and testing of the Software on the server hardware;
  - (d) 7 day by 24 hour real-time surveillance and monitoring of the physical environment and server hardware;
  - (e) 24 hour on-site security staff; video surveillance; biometric authentication;
  - (f) All necessary power and HVAC, including redundancy;
  - (g) firewall protection of Supplier website servers.
  - (h) back-up of Government data daily or as required;
  - (i) maximum use of mbps in bandwidth as required for hard disc storage space; and
  - (j) providing Reports as required.
3. Hosting fees will be incurred initially for implementation and then monthly from the start of the build phase, through live date and until the system is moved elsewhere. Wherever hosting is to occur, while the Government uses your cloud or other environment, you shall remain responsible for managing and maintaining your cloud or other environment and for providing redundancy services in the event of failure or intermittent fault or interruptions of your cloud or other environment.
4. Additionally, you shall provide technical and support services for the hosting services (“**Support Service**”) to the Government on a 24-hour basis via telephone hotline support, however the Support Service shall be limited to providing matters pertaining to your servers, internet connection, your corporate policies and this Agreement.

The fees will be paid monthly in arrears while the Site is hosted by Supplier:

Hosting Details	Fee
One time implementation of Hosting service	BMD\$
Monthly Hosting Fee	BMD\$
Support Service Fee	BMD\$

Professional service fee	BMD\$ _____ hourly rate in arrears
<b>Total</b>	<b>BMD\$</b>

5. Security

- (a) You shall provide the Government with a firewall to help prevent unauthorized access to the Site, which will consist of hardware and software designed and configured to control or limit access to our computer and network resources.
- (b) You shall configure that firewall, provide intrusion testing, and upgrade and update the fire wall throughout the Term. You shall immediately notify the Government of any breach of the firewall detected by the Supplier or the Government.

6. Back-Up Data and Disaster Recovery

- (a) You shall back up the Site and Data daily and retain those back-ups on or off, the Site.
- (b) In the event that the Data is lost from the Government’s servers, you shall restore the back- up Data to the Government’s servers. The Government may wish to mirror the Data and/or its Site in another location.
- (c) You shall not be responsible for files that cannot be recovered due to *force majeure*, unless such loss is due to your error, omission to act, negligence or willful misconduct.

7. Client Access

- (a) If required, you shall provide the Government with the ability to access the Site and Data on the Site and make changes to that data. You shall provide the Government with the ability to set a password for access to the Site. <sup>[1]</sup><sub>[SEP]</sub>
- (b) The Government’s connection will be secured by the firewall referred to in Section 5 of this appendix or by a separate dedicated virtual private network solution.

**ANNEX B Pricing Form**

**Fixed Sum** – for Phase I & Phase II implementation.

ITEM	Statement of Requirements - Tasks	QUANTITY	SUM (BMD \$)
1.	Phase I ONLY	1	
2.	Phase I & II	1	
	<b>TOTAL SUM (BMD\$)</b>		

**Integration/System Maintenance Costs**

ITEM	Statement of Requirements - Tasks	QUANTITY	SUM (BMD \$)
1.	Integration Costs – 1 <sup>st</sup> Year	1	
2.	Integration Costs – Support Fee <i>(Please include details of the ongoing annual costs)</i>	1	
	<b>TOTAL SUM (BMD\$)</b>		

**User Licenses**

ITEM	Statement of Requirements - Tasks	QUANTITY	SUM (BMD \$)
1.	<b>25-30 Active Users</b>	25/30	
2.	<b>40 Active Users</b>	40	
3.	<b>60 Active Users</b>	60	
4.	<b>75-80 Active Users</b>	75-80	
5.	<b>Any Additional Active Users</b>		
	<b>TOTAL SUM (BD\$)</b>		

**Additional Costs**

ITEM	Statement of Requirements - Tasks	QUANTITY	SUM (BMD \$)
1.	<b>Onsite Visits (if required)</b>	1	
2.	<b>PowerBI Licenses (or equivalent)</b>	1	
	<b>TOTAL SUM (BMD\$)</b>		

**TOTAL COSTS**

ITEM	Statement of Requirements - Tasks	QUANTITY	SUM (BMD \$)
1.	TOTAL Year 1 – Phase I costs		
2.	TOTAL Year 1 – Phase I & II costs		
3.	TOTAL Year 2 (Maintenance costs)		
	TOTAL SUM (BMD\$)		

Additional information to be provided as part of the pricing request

**Contract Duration**

<b>Contract Period:</b>	52 calendar weeks (initially)
<b>Proposed Start Date:</b>	1 <sup>st</sup> July 2023
<b>Proposed Completion Date:</b>	

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**SIGNED:**

(Signature) \_\_\_\_\_ in the capacity of \_\_\_\_\_

[BLOCK LETTERS]

Duly authorized to sign tenders for and on behalf of:

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

**WITNESS:**

(Signature) \_\_\_\_\_ in the capacity of \_\_\_\_\_

[BLOCK LETTERS]

END OF ANNEX B – PRICING FORM

# **ANNEX C - CASE MANAGEMENT TOOL STATEMENT OF WORKS**

Version 2.0 24 February 2023

## **Purpose**

The purpose of this solicitation is to evaluate the implementation of a Case Management Tool ('CMT') that will establish routine features inherent across the RoC across multiple work streams. It should automate data collection and several work streams by mailing lists, automated templates and it should be able to catalogue not only web based applications, but also email correspondences sent by a new or current user inputting information into the system.

The tool should aid the RoC by fulfilling specifications needed that will ensure that it is fit for purpose, aiding their development in speeding processes whilst ensuring a secure verifiable centralized database with dashboard capabilities. It also needs to be flexible as it will go throughout several iterations of RoC's development by continually evolving throughout different processes and lifecycles.

## **Background**

The ROC has reviewed the Organization for Economic Cooperation and Development ('OECD') recommendations regarding Bermuda and improving its IT systems by implementing more effective controls.

Traditionally, the RoC's function was to be a depository of tracking, processing and administering all entities.

The RoC responsibilities have broadened from a depository into a regulatory body. Since then, there has been several economic developments that are now under the ROC's domain. The organization is currently expanding along with its work streams. It currently comprises of the following sub sections: Registration, Revenue, Compliance, Enforcement, Licensing and Insolvency and Real Estate but is likely to have a larger remit in the future.

The RoC's policy and administration has several divisional structures which are Registration, Compliance, Enforcement, Licensing, Insolvency and Real Estate.

## **Licensing**

The Licensing department is in charge of issuing licenses to exempted and local companies to carry on business in Bermuda.

## **Real Estate**

The Real Estates department is in charge of regulating of real estate agents and brokers. They also manage holiday trading and corporate land acquisitions.



## **Registrations**

The registrations department is in charge of company incorporations. They process and maintain the statutory and legal documentation that must be registered for public inspection in accordance with Bermuda's legislation. They also collect the annual fees submitted by companies.

## **Insolvency**

The insolvency department is tasked with creditors' voluntary liquidations, members' voluntary liquidations and executing court orders to liquidate assets and manage bankruptcies.

## **Compliance [Economic Substance]**

The compliance department is in charge of monitoring Bermuda's registered entities to ensure compliance with governing legislation. The team is tasked with ensuring that companies are in compliance with internationally accepted corporate government standards. Responsibility to ensure companies are in compliance with Bermuda's AML/ATF (Anti-Money Laundering and Anti-Terrorist Financing) regime, Economic Substance Regulations 2018. The Compliance department is increasing its remit so that it can adhere to OECD FATF (Financial Action Task Force) guidelines, EU regulations and the World Bank's guidance.

## **Enforcement**

The enforcement department is in charge enforcing the legal provisions pertaining to Bermuda's registered entities, ensuring compliance with governing legislation.

The enforcement department maintain internationally accepted corporate government standards and bear the responsibility of enforcing Bermudian companies are in compliance with Bermuda's AML/ATF regime and Economic Substance Regulations.

## **Out of Scope for CMT**

The following tasks are currently outside of the scope of the CMT.

## **Exchange of Information**

The Exchange of Information criteria by the OECD will be too complicated task to cover in Phase I or II of the CMT.

## **Beneficial Ownership Register**

The technical standards and measures the Bermuda Monetary Authority has put in place to create and implement the Beneficial Register are not fully known at this time. This work stream is likely to commence as part of a Phase II objective.

## **Legal Vulnerability Assessment**

The legal vulnerability assessment is an annual risk assessment involving multiple stakeholders. This process is manual and would not work within the confines of the CMT.

## **Revenue**

Collection of payments are within the remit of the revenue department and will be an optional feature or outside of the scope of the CMT.

## **Existing RoC IT tools and systems**

There are several tools that the RoC uses at their disposal to create, track, monitor and update the processes of their workflow. These processes can vary from department to department and by reigning in the processes with a CMT that can be consistency with a centralized database that has valid data.

The tools that the RoC uses are as follows:

- Foster Moore's Task List and UAT – Catalyst & Data Extraction Process
- AS400
- Microsoft Office (including generic inboxes)
- Shared Drive
- Adobe Acrobat Reader
- Exchanges of Information

## **Catalyst**

Catalyst is an online web based tool built by Foster Moore, that provides a multitude of services for companies looking to register, apply for specific applications, submit economic substance declarations, update company registration information, in addition to a number of other services. Catalyst has a backend depository, capturing a wide range of data inputs from the web application, used by each department within the RoC. These departments are Licensing, Compliance (Economic Substance), Policy and Enforcement, Real Estate, and Registration. Moreover, it leaves an audit trail for the Revenue department. It also enables users with administrative rights to allocate certain tasks to particular teams and people whilst keeping track of the registered entity, its number and the due date for a particular task.

The majority of data the RoC is interested in is captured in Catalyst and stored in an AWS server. Data is accessible by approved IP addresses that are confirmed by Foster Moore.

Departments such as Insolvency, other ambits of the Compliance and Enforcement division (Policing the Perimeter, Corporate Governance and the Legal Vulnerability Assessment) are not

captured or tailored in their current form extrapolate the data needed for even an initial assessment of the tasks required.

### **AS400**

AS400 is a midrange server designed for small businesses and departments in large enterprises. It is a legacy tool which is still used in several departments to record or extrapolate data needed. The tool is currently used in the Registration, Insolvency, Real Estates and Licensing departments in different capacities. The RoC's intention was to move from AS400 to Catalyst, however the tool is still being used which often replicates processes.

### **Microsoft Office/Shared Drive**

The RoC uses a dedicated mailbox based on the subject matter. Each department is tasked to create a dedicated file depending upon an Entity and copy all correspondence files to a folder based on the entity's name and/or number.

### **Adobe Acrobat Reader**

Adobe Acrobat Reader is usually used when a task has been completed and certification is required i.e. a License has been granted, an Insolvency Certification has been administered.

### **Exchanges of Information**

The exchange of information is a requirement from the OECD for High Risk Intellectual Property entities registering their tax status in Bermuda, Non Residential Entities or Exempted Company entities that are non-compliant. The RoC needs to exchange information with tax treated jurisdiction's that fall under this category. The process enables all Exchanges of Information to be XML encrypted and they are done in batches based on jurisdiction, then the encryption is given to the Minister of Finance to cross check. Once this information has been cross checked, the exchanges required are communicated to Foster Moore via email with an excel sheet. Foster Moore then generates the exchanges using a rudimentary tool within Catalyst. This tool provides very basic functionality and does not allow for tracking of completed exchanges or simultaneous exchange generation. Finally, the created exchanges are encrypted using a jurisdiction certificate (public key) and sent via the OECD portal to the related jurisdiction. In some cases, alternate methods are used for securely sending the exchanges based on the jurisdiction's requirements.

### **Objective**

The objective of the CMT is to:

Eliminate and expedite processes by automating workflows and using data analysis to trigger enforcement actions when necessary

Provide a centralized database with valid verifiable data and dashboards that management can rely upon when making decisions

The tool should have safe and secure features and protocols for multi user role based actions, assessments and restrictions for sensitive information based on role seniority

The tool should use data relational data intelligence to highlight risks/non-compliant entities that analysts and managers can validate up the work streams.

The CMT on its initial launch will incorporate several sub sectors which will include:

- Registration
- Compliance
- Real Estates
- Licensing
- Insolvency
- Enforcement
- Major Features (Scope)
- For the CMT to be fit for purpose it will require several major features:
- Centralized Depository
- Multi-User Role Based Access and Restrictions
- Data Analysis Dashboards and Downloads
- Workflow Scheduling and Automation
- Case Linking Trigger Responses
- Configurability and Flexibility
- Stringent Security Standards
- Continual Service Support
- Centralized Depository

By selecting a CMT for use in the RoC, a fundamental feature that needs to be selected is a Centralized Depository. Within the RoC there are many files and pieces of information that needs to be stored.

The RoC is tasked between searching through physical filings of documentation, dedicated email inboxes, downloaded case files in its external drive, various Excel trackers that range in time and methodology from department to department, an AS400 application system and Catalyst's task list which has been rolled out in various departments.

By the CMT implementing a centralized depository the RoC will be able to search and find information in seconds, saves time and resources for staff seeking files. Moreover, it will enable the RoC to download and share files instantly across not only RoC departments but amongst wider Government functions by encouraging collaboration and speeding up case progress.

### **Multi-User Role Based Access**

The CMT should also support multi-user access across all departments so that there can be cross collaborative efforts, with seamless integrations of workflows in various departments. As different users serve different functions within the lifecycle of an ROC's case file, accessible up to date information is fundamental to resolve cases. It is essential to have the checks and balances so that certain users are unable to view, edit and delete sensitive information, applying built in rules which enable accessibility. By enabling this feature in a CMT roll out staff will be more effective and time efficient in their roles across different departments and sectors.

### **Data Analysis**

Relevant data metrics is essential to the RoC in their decision making process enabling the organization to mitigate risks by using data to spot trends and highlight inconsistencies. It will enable the compliance function to implement a risk based approach and allow upper management to use graphs to record and highlight dynamic data in real time. There should be an audit trail for each instance of a created case with timestamps.

### **Workflow**

By enabling workflow and scheduling capabilities the RoC will be able to harmonize, streamline and automate certain functions that at present do not have collective processes. This will be helpful in instances with standardized input fields when entities are required to provide information regarding regulatory requirements for reports. The goal would be to not add additional sub tasks to the current workflows i.e. jumping between multiple tools.

Workflows have been mapped for each area of the RoC and will be provided as part of the tendering process.

### **Configurability and Flexibility**

It is essential that the ROC has an adaptable CMT that can meet the requirements of the RoC and adapt to new regulatory advances ensuring the tool being fit for purpose. The CMT must be able to adapt to additional departments requirements and change requirements based on new users and workflows.

### **Stringent Security Standards**

The CMT needs to follow stringent security protocols to be adept to the function and nature of the Registrar. It will need to be compliant with national and international legislation there needs to be set protocols in place in the case of a breach and access procedures in cases of alteration, theft or corruptions of data, including constant backups, action needs to take place in case of security policy breaches. The vendor of the CMT should have an ISO certificate or an equivalent best practices for storing information.

### **Service Support**

Service support will be needed throughout the entirety of the CMT selection and even after the project has been completed, ensuring continuity of the tool being fit for purpose in an evolving regulatory department. This will require sufficient training so that staff are immersed in the framework of the tool and its functionalities, help configuring the specifics of the tool to ensure it has a condensed version of the tool to fit the RoC's requirements, clear licensing agreements so that the RoC understands what provisions the CMT vendor provides and what is out of their scope. Moreover having a steady path of implementation and phases for updates of software development. By having a clear understanding of the service and support that is provided to the RoC by the vendors will not only ensure a CMT that is fit for purpose, but will also have a roll out beyond the lifecycle of the CMT.

### **Integration with Catalyst Database**

The CMT will need to be able to connect to and pull data from the catalyst database. A level of automation is required for a number of departments based on their tasks and the assignment/creation of cases. As updates are made into catalyst, data will be inputted into the CMT and cases will be created based on specific criteria (ESD submissions, types of Registrations). The CMT would connect to our existing catalyst database and update periodically (daily or weekly). This would require an API to connect to the data points to populate the CMT system.

### **CMT Outcome**

- Concrete Reliable Data Driven Reporting
- MI Dashboards
- Dedicated mail listed based on campaigns
- Compliant with security and Data Protection protocols
- A tool that is in line with the different governmental bodies standards
- Staff will be trained and equipped to use the CMT as an added benefit
- Ease of use by staff
- Decrease departmental bottlenecks and inefficiencies

- Less resourcing and added departmental capacity
- Enabling staff to assign and reassign tasks based on allocation of responsibilities
- Enabling staff to track the progression of their cases with timestamps and audit trails
- Longevity by implementing a tool not only fit for purpose across multiple departmental silos
- A tool that is easily adjustable and maintainable depending on policy development demands
- Automated case creation/assignment.

### **Outcome Measures**

- Gain an analysis of the communications and organizational flow of the CMT and its processes
- Staff trained on the adequate processes of the CMT
- Centralized Database for web and email based information on individual cases
- Automated processes and timed notifications that ease staff workflow
- Flexibility if changes and updates are required to the CMT
- Adequate security and data protection of confidential information
- Monitoring, validation and escalation of cases based on role based restrictions
- Audit trails of case management tools and processes
- Contingencies and possible backups and data security protocols in the events of data breaches
- Less duplication of processes
- Verifiable Management Information and Dashboards to assess cases from a bird's eye view
- Reducing dependence on external tools.

### **Project Constraints**

- Potential Data Migration issues moving from AWS to another platform and can a vendor migrate information from Catalyst
- Timing considerations – vendor needs to implement first iteration of tool by April 2023
- Data Validity much of the data is inconsistent with information stored in Mailboxes/G Drives/AS400/Excel and Catalyst
- Capacity and resourcing of the staff for training and UAT
- Budgetary restraints may not align with a fit for purpose CMT that evaluates the whole lifecycle of implementation including its flexibility, maintenance and longevity
- Lack of time and resources in several departments
- Possible lack of buy in and limited capacity by ROC to implement CMT which is fit for purpose across all departments

### **Project Assumptions**

- The selected vendor will be able to complete the first iteration of the tool by the beginning of the second quarter of 2023
- The design phase of the CMT will have clear processes which are understandable and executable by the selected vendor
- That information security protocols will follow GDPR and international data protection protocols
- That back up procedures and version control measures are in place in case of any crashes to the system
- That the vendor will be able to provide adequate training to enable the staff to sufficiently manage the CMT when all phases of the tool are complete
- That adequate documentation will be drafted once the vendors have taken the RoC through all stages of the CMT.



[Appendices: RoC High Level Workflows](#)

[Economic Substance Workflow – Case File Reviews](#)

Process	Assessment Criteria	Escalation Points	Conclusion
Economic Substance Declaration Submitted	Form Not Filled Core Income Generating Activities Overseas High Risk Intellectual Property Minimum Economic Substance not maintained	Compliance Case Officer Head of Compliance Enforcement Officer Head of Enforcement Minister of Finance	Compliant action taken OR Onsite Inspection OR Warning Notice Penalty

[Enforcement Workflow](#)

Process	Assessment Criteria	Escalation Points	Conclusion
Economic Substance Assessment sent to Enforcement	Assessed Economic Substance Declaration or Sanctions Memorandum	Compliance Case Officer Head of Compliance Enforcement Officer Head of Enforcement Minister of Finance	Compliant action taken OR Warning Notice Penalty Strike Off Notice

[Real Estate Workflow](#)

Process	Assessment Criteria	Escalation Points	Conclusion
Real Estate Agent License made  OR Real Estate Broker License made	Late Submission  Missing Files  Inactive Users  Fraudulent Files	Real Estates Case Officer  Head of Department  Registrar  Minister of Finance	Compliant no action taken  OR Penalty Notice  OR License Revoked

[Licensing Workflow](#)

Process	Assessment Criteria	Escalation Points	Conclusion
Licensing Application	Share Transfer over 10%  Purchase of Leasing of Property  Threat to Businesses in Bermuda  Development Opportunities for Bermudians  Business active without license	Licensing Officer  Head of Department  Registrar  Minister of Finance  Other Ministers  Enforcement (Revocation of License)	License Accepted  License Rejected  Business conducted without license  License revoked  OR Penalty (Enforcement)

[Insolvency Workflow](#)

Process	Assessment Criteria	Escalation Points	Conclusion
Members Voluntary Liquidations	Late Submissions Missing Files	Insolvency	Creditors Voluntary Liquidations
Creditors Voluntary Liquidations	Late Submissions Missing Files	Enforcement	Penalty Fines and Payments
Court Ordered Liquidations	Registration Request for Statement of Affairs Turning over to Permanent Liquidators Court Ordered Dissolution	Registration of Liquidation Appointment of Liquidator Creditors Further fund distribution	Pending Case OR Court Ordered Dissolution

## ANNEX D – LOCAL BENEFITS FORM

(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 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 \_\_\_\_\_ and ALTERNATE DIRECTORS

NAME	TITLE

OFFICERS

NAME	TITLE

IN WITNESS WHEREOF I have hereunto set my signature in accordance with the By-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 8 and 9, 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: \_\_\_\_\_

\_\_\_\_\_

**END OF ANNEX D – LOCAL BENEFITS**