



**Attorney General and Ministry of Justice
Attorney General and Legal Affairs Headquarters**

**Request for Proposals
For
Judicial Case Management System**

Request for Proposals No.: **JUD-2025/01**

Issued: **Monday January 06, 2025**

Submission Deadline: **Monday February 17, 2025 05:00:00 PM Bermuda Local Time**

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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 **Judicial Case Management System** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

EXECUTIVE SUMMARY

This Request for Proposal (the “RFP”) is an invitation by the Government of Bermuda (the “Government”) to prospective proponents to submit non-binding proposals for the provision of a Court Case Management System (“CCMS”) for the Courts of Bermuda (the “Courts”). The Courts would like to implement a single, unitary, end-to-end Judicial case management solution. We envision the implementation of a commercial off the shelf software with necessary customization that suits the requirements/needs of the Courts. The Courts are looking for a proponent who can provide an Internet/Cloud based High Security Electronic judicial case management system and can/or may extend services to the Bermuda Police Service, the Department of Public Prosecutions and the Transport Control Department.

The Courts recognize the importance of information and communication technology as a key enabler. Our vision is to ultimately select an e- solution to enhance the Courts' efficiency and transparency in judicial system through the implementation of a comprehensive e-judicial case management solution. Efficiency shall be enhanced through automation. The ultimately selected system shall enable the Courts to maintain a clear picture of its activities on a “real-time” basis.

The system should be ready to be deployed, tested and proven. The solution MUST be Internet based and accessible by the Courts of Bermuda employees, the legal community and members of the public who appear before the Courts without representation.

A reliable CCMS is critical to the Court's daily operation. The Courts have the responsibility to ensure that the information that it holds on Court users is secure, accurate and available when required. The system must be an integrated court information system capable of supporting case initiation, case processing, case management, and court operations, as well as providing reports and information for other Government of Bermuda Departments, such as the Bermuda Police Service (“BPS”), the Department of Public Prosecutions (“DPP”), and the Transport Control Department (“TCD”).

The CCMS will be used for the scheduling of Court hearings and trials at all levels of the Court (i.e. the Magistrates' Court, Supreme Court and the Court of Appeal), document management, the recording of pleas, dispositions, sentences and judgments, obligation tracking, warrants, and payments.

The proponent should have an end-to-end e-judicial case management application with the following functionality:

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

1.2 RFP Contact

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

Cratonia Thompson (Acting Registrar) and Tyasha Smith
cthompson@gov.bm / tsmith@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

Cratonia Thompson (Acting Registrar) and Tyasha Smith
cthompson@gov.bm / tsmith@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 5 years, 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 5 years. 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 January 06, 2025
No Pre-Bid / Site Meeting	
Deadline for Questions	Monday January 20, 2025
Deadline for Issuing Addenda	Friday January 31, 2025

JUDICIAL CASE MANAGEMENT SYSTEM - JUD2025/01

Submission Deadline	Monday February 17, 2025 05:00:00 PM
Rectification Period	5 business days
Anticipated Ranking of Proponents	Friday February 28, 2025
Contract Negotiation Period	21 calendar days
Anticipated Execution of Agreement	Friday March 21, 2025

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

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Proposals must be emailed to cthompson@gov.bm and tsmith@gov.bm with the subject line bearing the words:

"JUDICIAL CASE MANAGEMENT SYSTEM JUD/2025-1"

The email must include the proposer's name, address and phone number. The files must be in PDF format.

It is the sole responsibility of the submitting proposer to ensure that its proposal is received before the submission deadline. Submitting proposers shall bear all risks associated with delays in delivery by any person or entity. Any proposals received after the scheduled closing date and time for receipt of proposals will not be accepted.

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 Monday February 17, 2025 05:00:00

PM. 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 - Draft 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. 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.</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:	
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.

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- 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 its registered office as set out below **DO HEREBY CERTIFY** that the following is a true and correct listing of the Directors and Officers of the Company in full force and effect as of the date hereof.

DIRECTORS

List

ALTERNATE DIRECTORS

List

OFFICERS

List

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

Company Name:

Date:

Secretary/Director

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) 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 20 percent of the total score.

Pricing will be scored based the formula below. Each respondent will receive points 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.

2.1 Price (include all cost) (non-construction – goods and services): 5 = lowest bid, 4 = next lowest, etc. until 0 = most expensive

2.2 The respondent is in a stable financial position

Following financial checks, i.e. checking a bank reference, the following scores should be awarded.

5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

2.3 The respondent has no outstanding Government debt

Following financial checks with Social Insurance, the Accountant General's Department's Debt Collection Section, the Bermuda Health Council and the Tax Commissioner, the following scores should be awarded:

5 = all financial checks sound, 3 = minor financial concerns, 1 = major financial concerns, 0 = no evidence provided / evidence of severe financial instability.

Financial Standing (for International Proponents)

The Judiciary intend to review the financial standing of Vendors using tools such as Dun & Bradstreet: Leading Business Data Analytics (dnb.com). Vendors are requested to provide their DUNS number which will allow us to review reports to better understand their financial health.

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 Proposal Form

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Solution/Implementation Costs (Component 1)

INVITATION TO PROPONENTS

The Government is issuing this RFP to solicit bids for a contract (“Agreement”) with an organization (“Vendor”) for the license, implementation services, and maintenance and support of an integrated Case Management System (“CMS”) that will meet the Court's current and future requirements and increase the effectiveness and efficiency of the Court's processes and procedures.

The Summary of Requirements set forth in Appendix [D] (Summary of Requirements, “SOR”) provides for the qualifications, scope of services and minimum requirements relating to prospective proponents. Additionally, the SOR provides details on the Court's operations, stakeholders, current state case management, future state business processes and conceptual IT architecture.

The Vendor’s duties will include, but not be limited to:

- Project Management
- Requirements Validation
- System Design, Development and Configuration
- Security
- Data Conversion/Migration
- Systems Integration
- Testing
- Knowledge Transfer and Training
- System Deployment and Rollout
- Production Support and Transition

See Annex C - Deliverables - Summary of Requirements

Maintenance/Support (Component 2)

SEE ANNEX C - DELIVERABLES: SUMMARY OF REQUIREMENTS

Hosting Services (Component 3)

SEE ANNEX C - DELIVERABLES: SUMMARY OF REQUIREMENTS

Initial CMS Training to Content Managers/Writers (Component 4)

SEE ANNEX C - DELIVERABLES: SUMMARY OF REQUIREMENTS

Other On-going Service Delivery Pricing (Component 5)

SEE ANNEX C - DELIVERABLES: SUMMARY OF REQUIREMENTS

B. MATERIAL DISCLOSURES

Solution/Implementation Costs (Component 1)

SEE ANNEX C: DELIVERABLES - SUMMARY OF REQUIREMENTS

Maintenance/Support (Component 2)

SEE ANNEX C: DELIVERABLES - SUMMARY OF REQUIREMENTS

Hosting Services (Component 3)

SEE ANNEX C: DELIVERABLES - SUMMARY OF REQUIREMENTS

Initial CMS Training to Content Managers/Writers (Component 4)

SEE ANNEX C: DELIVERABLES - SUMMARY OF REQUIREMENTS

Other On-going Service Delivery Pricing (Component 5)

SEE ANNEX C: DELIVERABLES - SUMMARY OF REQUIREMENTS

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

Submission Format

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

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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

Identifying the organization, 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

Include all Mandatory Submission documents.

EXECUTIVE SUMMARY (SECTION A)

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

PROPOSER'S QUALIFICATIONS (SECTION B)

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

Proposer's Background and Experience

Provide a summary of relevant background information on the proposer's organization; related experience implementing integrated case management solutions/software and support; and the proposer's financial condition in order to demonstrate that the proposer has the capability to perform the required services as stated in the SOR.

Related experience should cover any or all of the following:

- Case management solutions as it relates to the following jurisdictions, Civil/Commercial, Criminal, Matrimonial/Family and Probate.
- Electronic document management systems and data retention management
- Electronic content management systems
- Financial tracking and Accountability Management

- Evidence and seized asset inventory and management
- E-Filing
- Time and schedule management
- Application and data security management
- Expungement

Proposers must name a Project Manager who will be the point of contact responsible for responding to client questions, concerns and directives. Proposers must describe the qualifications of this person through a resume or similar document. Proposers 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.

Proposer's References

Referenced experience should be work performed by individuals who will be assigned to this project. Referenced projects must include the name of the organization, and include the name, address, and telephone number of the responsible official of the organization who may be contacted.

It is the proposer's sole responsibility to ensure that the organization's name, and each point of contact's name, title and email address is accurate (see Annex C – Reference Form).

PROPOSER'S APPROACH TO PROVIDE REQUIRED SOFTWARE AND SERVICES (SECTION C)

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

Approach to Required Software – Solution Response

Functional Solution Narrative

Provide a narrative overview of the Proposer's software licenses and modules proposed to support the Court's CCMS requirements described in the SOR.

Demonstrate an understanding of Court's functional needs and how the proposed solution will meet the functional requirements.

Technical Solution Narrative

Reporting:

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

Paper Forms to Replace / Incorporate:

The Proposer'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 SOR.

Security:

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

Interfaces & Data Sharing:

Proposers should describe the CCMS' capability to provide standard APIs to interface with external applications. The Proposer 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 Proposer should also specify and provide costs for any proprietary data integration tools required to develop and maintain the integrations in the future.

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

System Architecture & Hosting:

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

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

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

Approach to Implementation Services

Project Management

Proposers 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 Courts' requirements.

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

- Project Management Methodology
- Communications Management Approach
- Risk Management & Issue Resolution Methodology

- The Proposer shall identify key implementation risks and risk mitigation strategies of the solution based on prior Proposer experiences.
- Configuration Management Methodology
- Change Control Methodology
- Recommendations on governance and how the Proposer will help ensure the required structure and processes are in place and supported throughout the implementation.

Implementation Schedule, Methodology, and Deployment Strategy

The Proposer 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 Proposer must include reasonable review periods for deliverables that allow for the Proposer to update deliverables based on the Court's feedback.

Proposers 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 Court's requirements as described in the SOR.

Requirements Validation & System Design

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

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

Data Conversion

Proposers 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. Proposers shall describe an approach, based on prior experience, for converting data from legacy case management systems to the CCMS.

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

System Integrations

Proposers should describe their approach and strategy for integrating the CCMS with the Court's current case management system (JEMS).

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Proposers should provide their approach for planning and developing interface requirements, including the Proposer'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 Proposer will address these to ensure successful development and deployment.

Testing, Knowledge Transfer and Training

The proposal should describe how the Proposer can assist with:

- Pre-installation review of infrastructure with appropriate Court 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 Courts
- 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 Proposers' 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. Proposers 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. Proposers 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. Proposers should provide their organization's position on version compliance to remain on support and any options the Courts may have to defer patches or upgrades.

Deliverable List

Proposers may propose additional deliverables as needed to achieve the project goals. Proposers 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.

PROPOSER'S QUALITY CONTROL PLAN (SECTION D)

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

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 SUMMARY OF REQUIREMENTS (SOR) (SECTION E)

It is the duty of every proposer to thoroughly review the Sample Form of Agreement and to produce a Statement of Work to ensure compliance with all terms, conditions and requirements (as set out in the SOR). It is the Government's expectation that in submitting a proposal the proposers will accept, as stated, the Government's terms and conditions in the Sample Agreement and the Court's requirements in the Summary of Requirements. However, the Proposers are provided the opportunity to take exceptions to the Government's terms, conditions, and requirements.

Section E of each proposer's response must include:

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

For each exception, the proposer 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 proposer's price.

D. MANDATORY TECHNICAL REQUIREMENTS

Qualifications

Interested and qualified proposers 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:

1. Must have been in business for the last five (5) years.
2. Must have implemented a commercial-off-the-shelf court case management system 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. Proposers 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

Proposer'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.

N/A

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.

#	Category	Weighting (%)	Threshold
1	Pricing	20	N/A
2	Experience and Capability	30	N/A
3	System Requirements	20	N/A
4	Social Economic and Environmental Factors	30	N/A
Total Points		100	

1. Pricing

See Appendix C - Pricing

2. Experience and Capability

Each proponent should provide the following in its proposal:

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

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

- Are sufficient people with the requisite skills assigned to the project?
- Does the project team understand the Government's needs?
- Does the proponent clearly demonstrate the ability to meet the Government's requirements?
- Does the proponent have the support capability required?
- Can the proponent lead, facilitate, and coordinate project planning and execution?
- Do the persons who will be working on the project have the necessary skills?
- Has the proponent performed well on previous Government Projects?
- Is the proponent able to complete the work within the required timeframe?
- Does the proponent offer evidence that they have sufficient, suitably experienced resources available to complete the work?
- Does the bidder have a good track record of ensuring the health, safety, and welfare at work for all their employees?
- Were the proponent's referees positive about their experience of working with the contractor/vendor/supplier, and would they use the Proponent again?

See Annex D - Company Profile Form

3. System Requirements

Proposers will be evaluated on:

1. Configurability, required customizations, clarity of system capabilities/responses and compliance with the Courts' unique needs;
2. Methodology to be used to meet the Courts' requirements;
3. Proposed infrastructure (i.e. Cloud), scalability and adaptability, maintenance, upgrades and ongoing support.

4. Social Economic and Environmental Factors

The Government has established the minimum evaluation weight regarding Local Benefits for this procurement at 30% of the total points.

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

- Is the proponent a local specified business? (See the Code of Practice for Project Management and Procurement on the Government's Portal for the definition of "Specified Business")
- Local Workforce Utilization
 - Number of Bermudians employed by the proponent.

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- Engagement of Bermudian employee (%) during the project.
- Use of local specified businesses in the proponent's supply chain.
- Use of local specified business as subcontractors (if applicable).
- Safety and Health record of the proponent for the three immediately preceding years of reporting
- Operational Environmental considerations and policy for their working site and projects. (each proponent to provide a copy)

See Annex E - Local Benefits Form

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 _____