



GOVERNMENT OF BERMUDA

Department of Public Prosecutions

Ref: no. MLA/75/2016-17/DPP/GS/0001

22 July 2016

Dear Respondents,

LETTER OF INVITATION

Re: For the provision of a Legal Case Management Software System for the Department of Public Prosecutions and the Attorney-General's Chambers

The Ministry of Legal Affairs through the Department of Public Prosecutions and the Attorney-General's Chambers, (hereafter known as the Departments) are issuing a Request for Quotations ("RFQ") for a Legal Case Management Software System ("LCMSS").

Please find attached the RFQ for a LCMSS, which includes the instructions for the preparation and submission of the Bids, the rules that govern the bidding process and the form of agreement.

Response must be submitted electronically to our email address dpp@gov.bm and please state in the subject line "**RFQ Legal Case Management Software System**". All Bids must be received no later than **3:00 pm (ADT) on 12 August 2016**. Late submission will not be accepted.

This Invitation and the attached RFQ documents can be found on the <https://www.gov.bm/procurement-notice> webpage along with any addendums.

All communication must be directed to the Director of Public Prosecutions at dpp@gov.bm including all questions or enquires regarding this bid. For all enquires, we ask that you clearly state in the subject line of the email "**Enquiry – Legal Case Management Software System**" and the area of concern in the body.

This letter is not to be construed in any way as an offer to contract with your firm.

We appreciate your interest in this invitation, and look forward to receiving your Bid.

Yours Sincerely,

A handwritten signature in blue ink, appearing to read 'Larry Mussenden', written over a blue horizontal line.

Larry Mussenden
Director of Public Prosecutions



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Request for Quotations (RFQ) for a Legal Case Management Software System

Reference: MLA/75/2016-17/DPP/GS/0001

1 Part 1 RFQ Requirements and Guidelines

1.1 Public Access to Information

Any information collected or used by or on behalf of the Government of Bermuda 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.

1.2 Executive Summary

The Government of Bermuda, Ministry of Legal Affairs through the Department of Public Prosecutions and the Attorney-General’s Chambers (hereafter known as “the Departments”) invites quotations from legal case management software systems providers to quote for the provision of a legal case management software system - as layout in Part 2 Scope of Services Required in this RFQ.

1.3 Submission Deadline

- The quotation submissions must be delivered no later than **3:00 pm (ADT) on 12 August 2016**.
- Quotations received after the time /date set out above will be considered as “**NO BID**” and “**VOID**”. The time stamp for quotations submitted electronically will be that of the Bermuda Government email server. It is the Respondent’s responsibility to allow sufficient time for electronic transmission and delivery, especially in the case of large files.
- All quotations will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time stated above.

1.4 Summary of Key Dates

The following schedule of activities is planned. All changes will be communicated to the Respondents by addendum being posted on <https://www.gov.bm/procurement-notice>.

Action	Dates and Times
Publish Request for Quotations	22 July 2016
Cut off for questions	3:00pm on 29 July 2016
Respondent’s questions will be answered and posted on www.gov.bm procurement notice webpage by the Departments	3 August 2016



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Submission deadline	3:00 pm (ADT) on 12 August 2016
Contract (Tentative) Start Date	12 September 2016

1.5 **Quotation Submissions**

1. Quotations must be submitted electronically to dpp@gov.bm. Quotations will not be accepted by any other means.
2. Quotation Submissions must be identified as “**RFQ Legal Case Management Software System**” in the subject line of the email.
3. All quotations must be received no later than as stated herein; late quotations will not be accepted.
4. Quotations must be submitted in PDF or Microsoft Office formats. Submissions will be checked to ensure that they are free from viruses. Incomplete quotations or quotations with corrupt files will be rejected. Quotations may be submitted in multiple files – please note there is a 2MB size limit on each file.
5. **Quotation documents** must include the following information and shall be in English.
6. **Cover Letter that include**
 - Company details
 - Company Legal Name
 - Business Address
 - Key Contact person – name(s), telephone, fax, email
 - Business operating days and hours
 - The Principal names and titles
 - Overview of the Vendor quotation
 - Support and Maintenance Documentation
 - The Quotation must include Name, address, e-mail address and telephone of any third-parties involved in the Quotation and the name of the appropriate contact person(s) dealing with the matter.
 - Description of role or element of contract to be fulfilled by any third-party.
 - Identification of party who will carry overall responsibility for the contract.
 - Confirmation of acceptance by the Respondent and any third parties of the conditions of RFQ.



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7. **Contract:**
Please provide a sample copy of your company's contract.
8. **Quotations must detail all costs identified in this RFQ.** Additionally, Quotations must detail any other costs whatsoever that could be incurred by non-commercial public bodies in the usage of services and/or the availing of options that may not be explicitly identified/requested in this RFQ. Attention is drawn to the fact that, in the event of an agreement being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.
 - a. Hardware Requirements – quotation must include specifications of all hardware that the Departments are responsible to provide to support the software system.
 - b. Quotation total cost(s) must be quoted in Bermuda dollar (BMD\$)
9. **Cost of quoting**
Respondents must accept that the Departments will not be liable in respect of any costs incurred by the Respondents in the preparation and submission of Quotations or any associated work effort, including any attendances, deliveries, collections or research required as part of this RFQ or in response to any requests for clarification, and the Departments or any public body shall not be responsible or liable for any costs or expenses regardless of the conduct or outcome of the bidding process.
10. The Departments are not bound to accept the lowest or any Quotation submitted.
11. Information supplied by Respondents will be treated as contractually binding. However, the Departments reserve the right to seek clarification or verification of any such information
12. The Departments will use their best efforts to hold confidential any information provided by Respondents subject to its obligations under law, including the PATI edit. Respondents should indicate, when bidding, the precise parts of their Quotations that are commercially sensitive and which they consider should be kept confidential should an PATI request be received (i.e., a blanket statement to this effect for all Quotation documentation submitted will not be acceptable). The Departments requires that all information provided pursuant to this RFT will be treated in strict confidence by Respondents.

1.6 Respondent's Responsibility & Clarification Questions

- i. It is the Respondent's responsibility to ensure that it completely understands the requirements and instructions set out in this Request for Quotations. In the event that clarification is required, Respondents should submit questions via e-mail to dpp@gov.bm. Requests for any additional information or clarifications must be made by the time as set out above in 1.4 at the very latest. The Departments strictly enforce deadlines and in no circumstances will requests for information or clarification be accepted after this closing time on the day in question. The Departments will not accept responsibility for any missed communications or deadlines.
- ii. All Respondents questions and Department answers will be posted (without disclosing who asked the questions) with the related RFQ document on www.gov.bm, procurement notice site, no later than time as set out above in section 1.4.
- iii. The Departments have taken care to be as clear as possible in the language and terms it has used in compiling this RFT. Where any ambiguity or confusion arises from the meaning or interpretation of any word or term used in this document or any other document relating to this RFQ, the meaning and interpretation attributed to that word or



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term by the Departments will be final. The Departments will not accept responsibility for any misunderstanding of this document or any others relating to this RFQ.

- iv. Every effort has been made to ensure that this document contains all the necessary information for completion of Quotations. However, in the interests of equity, requests for additional information, clarification on the content of this documentation, and all other queries of substance (other than in relation to purely factual or procedural matters) must be made in writing or by email. Any additional information elicited will be made available to all Respondents. Respondents should take this into account when formulating their request. Responses will be made primarily by e-mail.

1.7 Non Collusion

The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all Respondents. If it is later found that the undertakings made below have been breached at any stage of the process, the Respondent will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the Respondent and/or any party involved in the matter. False submissions may also exclude the Respondent, and any other person or company involved in collusion, from involvement in future contracts with the Government of Bermuda.

1.8 Evaluation and Comparison of Quotations

- i. The Quotations submitted will be evaluated in a two-stage process. During the preliminary stage, a determination will be made as to whether all requested information has been provided. A short list of potential contractors will be developed, and their Quotations will be scored utilizing an evaluation matrix with the following evaluation criteria: (i) experience and capacity; (ii) financial analysis; and (iii) any previous work performed for the Government. Scores will be entered into an evaluation matrix.
- ii. The Quotation assessment will take into consideration the submitted Quotation documents inclusive of each Respondent's prices, schedule of rates, proposed methodology, qualifications, overall relevant experience in relation to this type of work, and the applicable qualifications of the team and each team member proposed to be used to undertake the work. The Government reserves the right to accept or reject any variations, deviations or alternative offers. Variations, deviations and alternative offers and other factors which are in excess of the requirement of the quoting documents or otherwise result in the accrual of unsolicited benefits to the Government shall not be taken into account in the Quotation evaluation.

1.9 Award of Contract

- i. The Departments will award the contract to the Respondent whose quotation has been determined to be substantially responsive to the RFQ documents and who, in the opinion of the Departments, has offered the best proposal taking into consideration the price, the contractor's capability and available resources to carry out the contract effectively and the contractor's schedule. This may not be the lowest priced proposal received.
- ii. The Departments do not bind themselves to accept the lowest or any quotations and reserves the right to reject any quotation and, and to annul the bidding process and reject all quotations, at any time prior to award of contract, without thereby incurring any liability to the affected Respondent or Respondents, or being under any obligation to inform the affected Respondent or Respondents of the grounds for the Government's action.



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- iii. The Government may declare the Quotation void when it is evident that there is a lack of competition or there has been collusion. All proposals may be rejected if substantially higher than the budget.
- iv. The final agreement is subject to both parties agreeing to the terms and conditions.
- v. No work is to be performed prior to the issuance of a properly executed Purchase Order and/or Contract.

End of Instructions to Respondents

2 Part 2 Scope of Services

2.1 For the provision of:

- a) The Departments require a Legal Case Management Software System.
- b) The physical location for the User Departments of the software system is Global House (2nd Floor for the Department of Public Prosecutions, 4th Floor for the Attorney-General's Chambers). The service period is to begin 15 September 2016.
- c) The proposed service should be cost effective, reliable, scalable, and based on a Bermuda Government cloud or server using the Bermuda Government existing network.

2.2 Immediate Requirements

Minimum Specification for the Legal Case Management Software System:

- a) Specifications must be defined and provided by the Respondent for any user-supplied hardware requirements – server or cloud based.

Specific Requirements include:

- a) 25 Users for the Department of Public Prosecutions;
- b) 20 Users for the Attorney-General's Chambers;
- c) Contacts/Client/Matters Management
- d) Case Events/Activity, Dockets and Scheduling
- e) Notes
- f) Integration with Microsoft Outlook, Word, Excel
- g) Document Management – PDF and Word
- h) Document Templates
- i) Mass import/export of documents
- j) Time Entry
- k) Reports
- l) Customization page at case/matter level for statistical recording and reporting – provide fee structure
- m) Search functions, basic, advanced of documents/emails
- n) User Portal – for external users to access/update documents in portal
- o) Remote access, Mobile access and Apps
- p) Security levels – Department/Clients/counsel/matters/etc
- q) Backup Capabilities
- r) Online training videos/materials

2.3 Proposed Solution – Physical Delivery

Respondents should clearly describe how the legal case management software system will be installed and delivered.



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Respondents must provide comprehensive details of any hardware specifications including:

- a) Any cloud server options and specifications;
- b) Any server hardware options and specifications;
- c) Any remote access requirements and schedule of access;
- d) Any ongoing server/cloud access requirements for support and updates.

2.4 Third-Party Service Level Agreements

Where third-party infrastructure is used, Respondents must provide full details and copies of the formal Service Level Agreements and the arrangements for support and problem resolution that they have in place with each such third-party.

Respondents should demonstrate conformance with specification set out in this section.

2.5 Optional Services

The quotation should provide a schedule for options including but not limited to:

- Software System version options;
- Cloud or server hardware options;
- Support options;
- Update options;

2.6 Installation and Commissioning Requirements

Full installation, configuration and commissioning details (remote or otherwise) of the legal case management software system are required. This includes access to the Government network, cloud server or hardware servers in Global House Precise details of the installation and commissioning requirements will be conveyed to the successful company

2.7 Maintenance and Support Requirements

The cover period must be 24/7/365. A (two) 2 hours response time to faults is required. Telephone support in resolving routine difficulties must be provided during the said business hours to nominated contacts in the Departments. If maintenance is being provided by a third-party then name, address, e-mail address and telephone of the company involved should be provided. Suppliers should be willing to provide details for the application of penalties in the event of non-planned outages beyond the agreed service performance.

2.8 Delivery and Insurance Requirements

The supplier should be in a position to provide details for the application of penalties in the event of slippage beyond an agreed delivery of service date.

2.9 Service Levels

The following level of service will be expected from the successful Respondent – the Respondent must confirm ability to meet these minimum standards:

- i. A dedicated Account Manager must be assigned to handle requirements.
- ii. The Account Manager will be the ‘main point of contact’ for the Departments and should be able to deal with any problems arising from the contract.



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- iii. The Account Manager or his/her designate should be available to meet Department representatives, at their request.
- iv. The Account Manager or his/her designate should be available to take calls from nominated personnel at weekends and “out of hours”.
- v. Performance and usage reports must be provided as required.

Applicants must provide a detailed Service Level Agreement in support of the services outlined in the Respondent. The SLA must address the following key areas:

- i. Service Availability
- ii. Installation
- iii. Service Credits for non-performance

End of the Scope of Services Required.



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Part 3 Forms

(To be provide on the Respondent’s Letterhead)

REQUEST FOR QUOTATION (RFQ) For the provision of a Legal Case Management Software System
Ref: MLA/75/2016-17/DPP/GS/0001

TO: The Government of Bermuda, Director of Public Prosecutions

1. We confirm that we have submitted a bona fide quotation, intended to be competitive and we have not fixed or adjusted our Price by or under or in accordance with any agreement or arrangement with any other Respondent.
2. Having examined the instructions to Respondents, Addenda Nos. ____ to ____ inclusive for the execution of the services, we, the undersigned, offer to execute and complete said services and remedy any defects therein in conformity with the Conditions and Addenda as follows:

Item	Words	Figures
Basic Startup Costs		
Licenses 25 Users (Department of Public Prosecutions)		
Licenses 20 Users (Attorney-General’s Chambers)		
Annual Recurring costs		
Other costs		

3. We attach our specification for any user-provided hardware.
4. We acknowledge that the Request for Quotation form is part of our quotation submittal.
5. We undertake, if our quotation is accepted, to commence the service as soon as is reasonably possible after the receipt of notice to commence, and to complete the whole of the service comprised in the Contract within the time stated in the in the RFQ.
6. We confirm that our quotation shall remain open for acceptance by the Government of Bermuda for a period of **ninety (90) calendar days** from the date of this undertaking and we shall not withdraw this quotation during this period.
7. Unless and until a formal Agreement is prepared and executed this quotation together with your written acceptance thereof, shall constitute a binding offer between us.



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- 8. We understand that you are not bound to accept the lowest or any Quotation that you may receive.
- 9. We confirm having received and complied with addenda number _____ to _____ (if any).
- 10. We confirm that we, the undersigned, are conducting business as a proper legal entity and are not delinquent in making payments for outstanding debts for Bermuda Government receivables such as Social Insurance contributions, Payroll Tax and Public Works (formerly Works & Engineering) fees.
- 11. I/We consent to the collection and use of the information I/we give to the Government of Bermuda in response to the solicitation document and agree to waive any right to challenge any decision made by the Government to disclose the information.

Dated this _____ day of _____, 2016

SIGNED:

(Signature) _____ in the capacity of _____

(Block letters) _____

Duly authorized to sign Quotations for and on behalf of:

(Firm) _____

(Address) _____

WITNESS:

(Signature) _____ in the capacity of _____

(Block letters) _____



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CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the Respondent

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive Quotations from all persons tendering. In recognition of this principle, each company that submits a Quotation will be required, by way of the signature of a duly authorized representative of the company, to confirm that the Quotation has been submitted without any form of collusion.

All Respondents must complete and sign a Certificate of Confirmation of Non-Collusion. Any Quotations submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process. If it is later found that the undertakings made below have been breached at any stage of the procurement process, then the Respondent will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the Respondent and/or any party involved in the matter.

Any Respondent that submits false information in response to a Quotation, and any other person or company involved in collusion, may be excluded from tendering for future contracts tendered by the Government of Bermuda.

Confirmation of non-collusion

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

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

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

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

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

For and on behalf of



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Part 4 General Conditions

1 Acceptance

Acceptance of the Purchase Order shall affect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the seller shall bind purchaser unless agreed to in writing by a duly authorized official of Government.

2 Payment

2.1 Purchaser shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the seller's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.3 Unless authorized by purchaser, the seller shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of purchaser.

3. Inspection

3.1 Purchaser shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

3.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations

4. Rights of the Purchaser

In case of failure by the Seller to fulfill its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licenses, or to make delivery of all or part of the goods by the agreed delivery date or dates, Purchaser may, after giving the Seller reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

4.1 Procure all or part of the goods from other sources, in which event Purchaser may hold the Seller responsible for any excess cost occasioned thereby.

4.2 Refuse to accept delivery of all or part of the goods

4.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind.



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5. **Late Delivery**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with purchaser to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by Purchaser.

General Purchase Order Terms and Conditions

1. **Acknowledgment**

Immediate acknowledgment of this order is required with full delivery information.

2. **Billing, Shipping, Pricing, etc.**

(a) Cash discount will be calculated from date acceptable invoice is received by us. By paying Seller's invoices before the arrival and inspection of material, we avail ourselves only of the cash discount involved and do not thereby accept the quantity and quality as billed. Such payments are subject to future adjustments.

(b) No charges will be accepted by the Purchaser for crating, boxing, cartage, drayage, and storage or like services unless otherwise agreed.

(c) Invoicing against this order must be made separately from all other orders and must show complete order number including prefix and suffix.

(d) If this order does not specify price, it must not be accepted or filled at higher prices than last quoted or charged, without prior written approval of the Purchaser.

3. **Patents**

The Seller agrees to hold the Purchaser harmless from all claims for patent infringement arising out of the sale or normal use of the goods delivered hereunder.

4. **Compliance with Law**

The Seller warrants that all goods delivered shall comply with all applicable laws and regulations applying thereto.

5. **Responsibility for Accidents, Insurance Protection**

If the order involves work to be performed in behalf or for the benefit of the Purchaser elsewhere than on premises under the control of the Seller, or operations of any character by the Seller on the premises of the Purchaser, the Seller shall take all necessary precautions to prevent the occurrence of any accident, injury, or damage to any person or property during the progress of such work and shall be responsible for and shall indemnify the Purchaser against all loss, costs, claim or expense



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which may result in any way from any accident, injury, or damage either to person or property, or from the death of any person, by reason of any act or omission on the part of the Seller, its agents, employees or subcontractors, except to the extent that the accident, injury, damage or death is due solely and directly to the negligence or carelessness of the Purchaser. The Seller shall at all times maintain such Public Liability, Property Damage, and other applicable insurance as will protect the Purchaser from any and all of the foregoing risks, and from any and all claims, and shall supply upon request of the Purchaser certificates satisfactory to the Purchaser evidencing such coverage.

6. Warranty

Seller expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by Purchaser and will be merchantable, of good material and workmanship and free from defect. Seller expressly warrants that all the material covered by this order, which is the product of the Seller, or is in accordance with Seller's specifications, will be fit and sufficient for the purpose intended. These warranties shall survive acceptance of and payment for the said material or work.

7. Rejection and Cancellation

The Purchaser reserves the right to reject any portion or all the material which does not conform to specification in every particular and to return the rejected material to the manufacturer or seller for full credit, all charges collect, including incoming charges. Purchaser reserves the right to cancel all or any part of the undelivered portion of this order if Seller does not make deliveries as specified in the schedules, or if Seller breaches any of the terms hereof including the warranties of Seller.

8. Changes in Specification

Purchaser reserves the right at any time to make changes in drawings and specifications as to any material and/or work covered by this order. Any difference in price or time for performance resulting from such changes will be equitable adjusted and the contract shall be modified in writing accordingly.

9. Taxes, Duties, Freight

Where shipments originate outside of Bermuda, certified invoices in three copies, one of which must be an original, must be forwarded immediately after shipment to Purchaser, accompanied by a copy of Shipper's B/L, a copy of the Express receipt for Express shipments, or a copy of Export Declaration for mail shipments. Any reduction in Seller's cost resulting from a reduction in freight rates, customs duties, import taxes, excise taxes and/or sales taxes from those in force on the date hereof is to be paid to Purchaser by Seller in reduction of the price of the goods ordered herein.



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10. **Assignment**

This order shall not be assigned or otherwise transferred by the Seller without the Purchaser's written consent.

11. **Insolvency**

Purchaser may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following: insolvency of the Seller; the filing of a voluntary petition in bankruptcy; the filing of any involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from the date of the filing; the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Seller of an assignment for the benefit of creditors.

12. **Tools**

Unless otherwise herein agreed, Seller at its own expense shall furnish, keep in good condition and replace when necessary all dies, tools, gauges, fixtures and patterns necessary for the production of the material ordered. Only the cost of changes in the aforementioned items necessary to effect design or specification changes ordered by the Purchaser under Paragraph 8 above shall be paid for by the Purchaser unless otherwise expressly agreed in writing. Purchaser has the option, however, to take possession of the title to any dies, tools, gauges, fixtures and patterns that are special for the production of the material covered by this order and shall pay to Seller the unamortized cost thereof; provided, however, that this option shall not apply if the material hereby ordered is the standard product of Seller or if a substantial quantity of like material is being sold by Seller to others.

13. **Interference with Delivery or Acceptance of Goods**

Neither party shall be liable to the other for default or delay in delivering or accepting delivery of the goods covered by this order if such default or delay shall have been caused directly or indirectly, by accident, fire, flood, riot, war, act of God, embargo, labor stoppage, delay of carriers, governmental order or regulation, complete or partial shutdown of plant by reason for any of the foregoing causes or by reason of inability to obtain sufficient raw material or power and/or any other like or dissimilar cause or causes beyond the reasonable control of the respective parties.

14. **Contract**

This purchase order contains a complete and final agreement between Seller and Purchaser and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon Purchaser unless made in writing and signed by Purchaser.

End of General Purchase Order Terms and Conditions