



# SUPREME COURT OF THE VIRGIN ISLANDS

OFFICE OF THE ADMINISTRATIVE DIRECTOR

## INVITATION FOR BIDS

IFB No. 003-2016

(Resolicit)

Solicitation For: Purchase of four (4) vehicles--(2) SUVs and (2) Mini Van/Wagon Vehicles and Accessories for its locations on St. Thomas and St. Croix, U.S. Virgin Islands as described in the specification section.

Solicitation Number: IFB 003-2016

Date Issued: June 13, 2016

Description: The Supreme Court of the Virgin Islands is requesting formal competitive sealed bids through the Invitation for Bids process to purchase four (4) vehicles, as specified in the specification section to be delivered F.O.B. to the Supreme Court of the Virgin Islands locations on St. Thomas and St. Croix.

Bid Submission  
Deadline:

**Must be received by: June 27, 2016 by 4:00 P.M. AST**

Bid Submission:

By Mail Send to: Natalie Thomas-Pickering, CCM  
Procurement Manager  
Supreme Court of the Virgin Islands  
P.O. Box 590  
St. Thomas, U.S. Virgin Islands 00804

By Hand Delivery to: Natalie Thomas-Pickering, CCM  
Procurement Manager  
Supreme Court of the Virgin Islands  
No. 161B Sub Base  
St. Thomas, U.S. Virgin Islands 00802

Specifications and  
Other Bid

Requirements: To view this solicitation online, please go to [www.visupremecourt.org](http://www.visupremecourt.org).

Contact Information: Natalie Thomas-Pickering  
(340) 774-2237 Ext. 6237

[Natalie.Thomas-pickering@visupremecourt.org](mailto:Natalie.Thomas-pickering@visupremecourt.org).



## Supreme Court of the Virgin Islands

No. 161B Crown Bay St. Thomas Virgin Islands 00802 · No. 18 Strand Street Frederiksted, St. Croix 00841  
Telephone 340-774-2237(STT)-340-778-0641(STX) · Fax 340-774-2258(STT)-340-772-0004(STX)

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### INVITATION FOR BID

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**Date**

June 13, 2016

**To**

Vehicle Dealerships/Potential Proposers

**From**

Office of the Administrative Director  
Supreme Court of the Virgin Islands  
No. 161B Crown Bay  
P.O. Box 590  
St. Thomas, U.S. Virgin Islands 00804

**Project Title**

IFB No: 003-2016  
SUVs and Mini Van/Wagon Vehicles

**Send Responses to:**

Attn: Mrs. Natalie Thomas-Pickering  
Procurement Manager  
Supreme Court of the Virgin Islands  
Office of the Administrative Director  
161B Crown Bay  
P.O. Box 590  
St. Thomas, U.S. Virgin Islands 00804  
*(Indicate IFB Number and Project Name on lower left corner of envelope)*

**Email:**

[bids@visupremecourt.org](mailto:bids@visupremecourt.org)

<u>IFB SCHEDULE</u>	<u>DATES</u>
1. Release of Invitation for Bid	Monday, June 13, 2016
2. Deadline for written questions for clarifications, modifications regarding the IFB	Friday, June 17, 2016
3. Deadline for Court responses – Addendum Issued	Tuesday, June 21, 2016
4. Response Due	Monday, June 27, 2016
5. Bid Opening	Tuesday, June 28, 2016
6. Bid Evaluation	Friday, July 01, 2016
7. Notice of Award (Estimated)	Thursday, July 07, 2016
7. Contract Start Date	Monday, July 11, 2016

# SUV and Mini Van/Wagon Vehicles and Accessories

IFB NUMBER: 003/2016

## SECTION 1: GENERAL INFORMATION

### TERMS AND CONDITIONS OF THE INVITATION FOR BIDS (SUPPLY CONTRACTS)

#### ***Preparation of Bids:***

- (a) Bidders are expected to examine the specifications, invitations, and all instructions. Failure to do so will be at the bidder's risk.
- (b) Bids must be in ink or printed on the bid form(s) furnished herewith. Bids submitted in partial will be rejected. Bids containing alterations or erasures will be rejected unless the alterations or erasures are crossed out and corrections thereof printed in ink or typewritten adjacent thereto and initialed by the person signing the bid. In addition, a statement must be furnished with the bid signed by the bidder explaining the correction of the alteration or erasure.
- (c) If the bidder is a partnership, a letter of authorization shall be furnished and signed by all of the general partners. If the bidder is a proprietor, and the person signing the bid is other than the owner, a letter of authorization signed by the owner shall be furnished. The Administrative Director; or designee, will retain all such proof on file for acceptance of future bid, if requested to do so.
- (d) The bidder must sign their proposal correctly and in ink at the bottom of each page the bid. If the proposal is offered by an individual or partnership, his/her name, office and mailing addresses must be shown. If offered by a corporation, the person signing the proposal must give his/her name, title and business address. Anyone signing a proposal as an agent must file legal evidence of his/her authority to do so, and that the signature is binding upon the firm or corporation.
- (e) Alternate bids will not be considered unless authorized by the invitation. Alternate bids are those offered which do not meet the specification and are not considered approved equal to the item specified.
- (f) When not otherwise specified, the bidder must state a definite time of proposed delivery.
- (g) Time, if stated as a number of days will include Sundays and holidays is calculated as calendar days.

### ***Submission of Bids:***

(a) All interested bidders must submit sealed bids in triplicate (3 sets), subject to the Terms and Conditions of the Invitation for Bids and General Conditions, which are incorporated herein by reference, and such other provisions and specifications are attached or incorporated by reference. Bids and modifications thereof shall be enclosed in the sealed envelopes addressed to the issuing office with name and address of the bidder, and the invitation number on the face of the envelope. Bids shall be submitted to the **Office of the Administrative Director** no later than **4:00 p.m. AST June 27, 2016**. To be considered for award, a bid must comply in all material respects with the invitation for bids so that both as the method and timelessness of submission, and as to the substance of any resulting contract, all bidders may stand on an equal footing and the integrity of the formal advertising system may be maintained.

(b) Telegraphic, Fax, and Telephone bids **WILL NOT** be considered.

(c) Proposals must be submitted as an original in a sealed envelope and addressed to:

**IFB No. 003-2016**

Supreme Court of the Virgin Islands  
Attn: Natalie Thomas-Pickering  
Procurement Manager  
Office of the Administrative Director

Physical Address:

No. 161BCrown Bay  
St. Thomas, U.S. Virgin Islands 00802

Mailing Address:

P.O. Box 590  
St. Thomas, Virgin Islands 00804

(d) Sample of items, when required, must be submitted within the time specified, unless otherwise specified by the Supreme Court. If not destroyed by testing, samples will be returned at bidders' request and expense unless otherwise specified by the Invitation.

### ***Late Bids***

(a) Bids received at the Office of the Administrative Director after the precise time set in the Invitation for Bids are late bids and will not be accepted.

(b) A late bid shall be considered for award only if; (i) it was sent by mail including registered or certified for which an official dated post office stamp (*Postmark*) on the envelope has been obtained and it is determined that the lateness was due

solely to a delay in the mailer for which the bidder was not responsible; or (ii) if submitted by mail and it was received at the Office of the Administrative Director in sufficient time to be opened as required in the Invitation but except for delay due to mishandling on the part of the Supreme Court. The only evidence acceptable to establish timely receipt at the Office of the Administrative Director is that which can be established upon examination of an appropriate time stamp or a written statement from an official of the U.S. Postal Service.

### ***Identification of Offer***

Bidders shall show brand name, catalog number, model and so forth as application on bid form covering the product they propose to furnish. If not shown, it will be considered and understood to be that the make and model, shown in the vehicle specification section is as a reference will be supplied.

### ***Discount Provisions***

- (a) The Supreme Court intends to award a supply contract on the basis of “best value” including, but not limited to, price quote, highest percentage discount from the manufacturer’s current published price list, quality of product, and supply terms.
- (b) Any award resulting from this IFB will be subject to the availability of funds.

### ***Award of Contract***

- (a) Unless all bids are rejected, award will be made by written notice, within the time specified for acceptance, to that responsible bidder whose bid, conforming to the Invitation for Bids, offers the most advantageous service to the Supreme Court, quality offered, delivery terms and service reputation taken into consideration.
- (b) The Supreme Court may award items separately or by grouping in total lots.
- (c) ***The information provided under this IFB is to be considered as an aid to vendors in preparing bids only. It is not to be considered a guarantee of volume under this IFB.*** The successful bidder(s) discount and pricing schedule shall apply regardless of volume of business under this contract.

### ***Rejection of Bids***

The Supreme Court may, after opening but prior to award and within the time specified for acceptance, reject any or all bids, or the bid for any one or more commodities or contracted services included in the proposed contract, when the public interest will be served thereby.

### ***Prices***

- (a) All bid prices shall be firm and not subject to increase if accepted during the acceptance period. Bids containing an “escalation clause” will not be considered unless specifically authorized by the Supreme Court in the Invitation for Bids.

- (b) For each item bid, a unit price must be stated. The unit price shall always control.
- (c) All prices shall be F.O.B. (Free On Board) destination to the Supreme Court. The bidder hereunder must at his own expense and risk, transport the goods to the named place and there tender delivery.
- (d) The vendor agrees not to refuse to hire or employ or to bar or discharge from employment any individual because of race, religion, color, or ancestry. The vendor hereby agrees to pay the existing minimum wages for employees, Federal and/or Local taxes as may be applicable.

***Prompt Payment Discount***

The Supreme Court of the Virgin Islands will also consider prompt payment discount and other rebates offered in determining lowest net cost. The Supreme Court reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids. Any award resulting from this IFB will be subject to the availability of funds.

***Questions and/or Concerns***

Any explanation desired by a bidder regarding the meaning or interpretation of this Invitation for Bids (IFB), specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach said bidder before the submission of their bids. Any responses made will be in the form of an amendment to the Invitation for Bids, specifications, etc., and will be furnished to all prospective bidders.

Questions from potential vendors may be submitted in writing to:

Supreme Court of the Virgin Islands  
ATTN: Natalie Thomas-Pickering  
Office of the Administrative Director  
P.O. Box 590  
St. Thomas, Virgin Islands 00804

Questions or concerns may also be submitted via email at [bids@visupremecourt.org](mailto:bids@visupremecourt.org)

Questions will be accepted through **4:00 pm, AST Friday, June 17, 2016.** After that date, an addendum to this IFB containing all relevant questions and answers will be posted at no later than **June 21, 2016:** <http://www.visupremecourt.org>

The Supreme Court of the Virgin Islands assumes no liability for assuring accurate, complete emails transmission receipt and will not acknowledge receipt of questions.

***Delivery***

- (a) Delivery of the vehicles shall be at the Court's facilities at the following addresses:

**No. 18 Strand Street Frederiksted  
Virgin Islands Islands 00841**

**AND**

**No. 161B Crown Bay  
St. Thomas, Virgin Islands 00802**

Hours of operations are between the hours of 8:00 A.M and 4:00PM.on a regular business day.

***Product Guarantee***

- (a) Products sold under the contract must be guaranteed by the vendor for a minimum of one year. With the exception of clearly identified special order items, all merchandise sold under this contract shall be subjected to exchange or refund.
- (b) Orders not filled and partials shall be indicated on the packing list. Vendor shall inform the Procurement Manager of anticipated delivery date for unfilled and partial orders.

***Return Policy***

Products can be returned for full credit within 30 days from the date of purchase. If an item is received damaged or defective, the vendor will replace the item at no charge. Should the Supreme Court encounter a warranty/return issue, the product will be returned to the vendor for full credit or a replacement.

***Termination Clause***

Either party will have the right to terminate this Contract with or without cause on FIFTEEN (15) calendar/work days written notice to the other party specifying the date of termination.

***Partial Termination***

The performance of work under this Contract may be terminated by the Supreme Court, in part, whenever the Supreme Court shall deem such termination advisable. This partial termination shall be effected by delivering to the vendor a Notice of Partial Termination specifying the term and/or supply item(s).

***Evaluation Process***

- (a) An evaluation team will review all bids that are received by the established deadline to determine the extent to which they comply with the IFB requirements.
- (b) Bids that contain false or misleading statements may be rejected if the Supreme Court's opinion that the information was intended to mislead the evaluation team regarding a requirement of the IFB.
- (c) All figures entered on the cost information must be clearly legible.

- (d) During the evaluation process, the Supreme Court may require a Bidder's representative to answer questions with regards to the Bidder's bid. Failure of a Bidder to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive.

In the event of a tie bid, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Supreme Court employees.

The Supreme Court intends to award a supply contract on the basis of "best value" including, but not limited to, lowest price quote, highest percentage discount from the manufacturer's current published price list, quality of product, supply and delivery terms, bidder's conformity with the specifications and submission of all required documentation and other conditions imposed by this IFB.

### ***Protests***

- (a) Any aggrieved party who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, and who wishes to pursue a protest shall file a written protest with the Purchasing Officer, Mrs. Regina Petersen, Administrative Director, P.O. Box 590, St. Thomas, U.S. Virgin Islands 00804. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knew or should have known of the facts giving rise to the protest.
- (b) The Purchasing Officer shall have the authority to settle and resolve a protest.
- (c) If the protest is not resolved by mutual agreement, the Purchasing Officer shall issue a decision in writing within thirty (30) days of receipt of the protest. If no written decision has been issued by the Purchasing Officer at the expiration of the thirty (30) day period, such shall be considered an adverse decision.
- (d) Upon the issuance of an adverse decision by the Purchasing Officer, or upon the expiration of the thirty (30) day period after filing of the complaint, the aggrieved party may file an action in the Superior Court of the Virgin Islands for appropriate relief within fourteen (14) days of such adverse decision or expiration of time.

### ***Contract Disputes***

- (a) Any contractor claiming to have been aggrieved shall file a written complaint explaining the contract dispute with particularity with the Purchasing Officer who shall have the authority to resolve such contract disputes.
- (b) The written contract dispute complaint must be filed with the Purchasing Officer within fourteen (14) days of when the complaining contractor knew or should have known of the facts giving rise to the complaint.
- (c) The Purchasing Officer shall make good faith efforts to resolve the

complaint. If the Purchasing Officer determines that no resolution can be reached, an adverse decision shall issue in writing regarding the complaint. If no resolution is reached within thirty (30) days of the date the complaint was filed and no adverse decision has yet been issued in writing, the complaining party may proceed as if an adverse decision was issued in writing by the Purchasing Officer on the final day of the thirty (30) day period.

- (d) Upon the issuance of an adverse decision by the Purchasing Officer regarding the complaint, or upon the expiration of the thirty (30) day period after filing of the complaint, an action may be filed in the Superior Court of the Virgin Islands for appropriate relief within fourteen (14) days of such adverse decision or expiration of time.

## SECTION 2: BIDDER INSTRUCTION AND INFORMATION

- 1) Bidders are requested to submit quotations on the bases of the specification in the proposal. Bidder should be able to provide all of the listed equipment. Bidder must submit a response that meets all the required technical and business specifications listed in this IFB.
- 2) The bidder may offer a product which is substantially equal to the brand and model specified in the solicitation.
- 3) Bidder must be a manufacturer's authorized distributor for which a response is being submitted. (Attach copies of certifications)
- 4) Bidder must provide delivery within ninety (90) calendar/work days of receipt of order, unless mutually agreed to by the Supreme Court and bidder.
- 5) All quotes shall be FOB destination. The term FOB destination shall mean delivered and unloaded in-house or on-site, at contractor risk, with all charges for transportation and unloading prepaid by the contractor.
- 6) Manufacturer Warranty will not begin until the vehicle is inspected, approved and accepted by the Supreme Court. Any exception to these warranty clauses should be noted. Further, any warranty offered above and beyond that mentioned should be noted. All vehicles to be offered by the bidder shall have at minimum a three (3) year 36,000 mile bumper to bumper warranty and any additional warranties that are required, but not limited to, EPA and any other regulatory obligations/mandates that are required to accompany standard production vehicles and vehicles of like design as requested in this bid document.
- 7) Bidder agrees to offer priority repair service during normal business hours to the Supreme Court during the warranty period. **Bidder must attach listing of business hours.**
- 8) Bidder will provide one (1) set of service manuals, unless otherwise specified, covering all major components.

- 9) Bidder must submit a detailed listing of all product support that is offered. Product support must include, but is not limited to, training, on-site service, technical support, and defective merchandise return policy.
- 10) Bidder must submit current price list for related accessories and supplies.
- 11) Withdrawal of Bids: A bid proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or cancelled for a period of **forty-five (45) days** after closing time for acceptance of proposals, nor shall the successful vendor withdraw or cancel or modify his proposal, except at the request of the Supreme Court.
- 12) **The awarded contractor must be willing to accept trade-ins.** The Court reserves the right to negotiate, in good faith, trade-in value at the time of trade-in.
- 13) Questions concerning this IFB must be submitted in writing to Natalie Thomas-Pickering, Procurement Manager, No. 161B Crown Bay, St. Thomas, US Virgin Islands 00802. Questions may be transmitted to Facsimile No. **340-693-4109**. Facsimile must include a cover sheet clearly indicating that the transmission is to the attention of the Issuing Officer of the Supreme Court and must indicate the number of the IFB. The transmission must show the total number of pages transmitted and be clearly marked "VISCT IFB No. 003-2016 Vehicle Purchase Questions." The Supreme Court of the Virgin Islands assumes no liability for assuring accurate/complete facsimile transmission/receipt and will not acknowledge receipt of questions via fax.
- 14) Questions may also be submitted via email at [bids@visupremecourt.org](mailto:bids@visupremecourt.org). The email must include a subject line entitled: "VISCT IFB No. 003-2016 Vehicle Purchase Questions". Questions to the IFB must be contained in the body of the email and not as an attachment. The Supreme Court of the Virgin Islands assumes no liability for assuring accurate, complete emails transmission receipt and will not acknowledge receipt of questions via email.
- 15) Only answers that are provided in writing by the issuing office are considered to be official responses.
- 16) If revisions to the IFB become necessary, an addendum will be provided on the court's website via [www.visupremecourt.org](http://www.visupremecourt.org). The information contained on this website is current and accurate. It is the vendor's responsibility to check this site periodically to obtain any changes to the solicitation. Vendors must acknowledge all addendums in their proposal response. Vendors who do not have access to the internet should notify the issuing office. If the Supreme Court determines that the due date for receipt of proposals does not permit adequate time for consideration of and response to the addendum, the due date for receipt of proposals may be extended, at the discretion of the Supreme Court.
- 17) A required specification is one that must be met in order for a proposal to be considered responsive. Any proposal, which fails to meet a required specification

of this IFB, will be considered non-responsive and disqualified unless the Supreme Court, in its discretion, determines that the non-compliance is insubstantial and can be corrected. In these cases, the Supreme Court may allow the vendor to make minor corrections to their proposal. No corrections to pricing offered will be allowed.

### SECTION 3: ADDITIONAL INFORMATION

- 1) All bidders must be prepared to execute a standard Professional Services Contract. It is proposed that if a contract is entered into as a result of successful negotiations, the bidder will be issued a standard Supreme Court contract for professional service and/or purchase order.

By executing the Professional Services Contract, the Contractor certifies under the pains and penalties of perjury that it has submitted a response to this Invitation for Bid (IFB) that is the Contractor's offer as evidenced by the execution by the Contractor's authorized signatory, that the Contractor's Response may be subject to negotiation and that the terms of the IFB, the Contractor's Response and any negotiated terms shall be deemed accepted and included as part of the Contract upon execution of the Professional Services Contract by the Supreme Court. **(Note: Appendix A is a sample document only which may be amended through negotiation and is not required to be submitted with the proposal.)**

- 2) Contract will be awarded from contract execution by the Chief Justice of the Supreme Court and shall terminate ninety (90) days thereafter unless otherwise extended by mutual agreement of the parties. The contract will allow for pricing to be renegotiated after the initial contract period.
- 3) This contract will allow for the re-order of equipment, the purchase of accessories, supplies, repair/replacement parts, equipment upgrades and other related commodities not herein specified. Pricing to be negotiated at the time of order.
- 4) Contractor will be required to submit an acceptable invoice upon completion of delivery. Payments shall be made upon receipt of an invoice from the Contractor, certified by the Contractor that all terms and conditions of this Contract have been met. Payment shall be made to the Contractor within FIFTEEN (15) business days after approval by the Supreme Court.
- 5) Price quotes remain in effect for 90 days or until accepted by the Supreme Court and become fixed upon award of the contract for the initial term of the contract, unless a lower (sale) price or negotiated price is agreed upon. Renewal options will allow for renegotiations of contract pricing.

## SECTION 4: SUBMISSION OF BIDS

1) Bid responses must be received at the Supreme Court by **June 27, 2016 at 4:00P.M.** AST at the following mailing address: **Natalie Thomas-Pickering, Procurement Manager, Supreme Court of the Virgin Islands, P.O. Box 590, St. Thomas, U.S. Virgin Islands 00804** or at the following physical address: No. 161B Crown Bay, St. Thomas, U.S. Virgin Islands 00802 . Any response received after that date and time **will not** be considered.

2) **Original plus two (2) copies** must be submitted with bid response.

3) Required Forms:

The following is a list of forms to be provided with the bid proposal. Failure to submit all required forms will disqualify the bidder:

- Request for Taxpayer Identification Number (W9 Form) must be completed and submitted with the bid proposal. **(See Appendix B)**
- Bidder must provide three (3) references for which a like quality of product requested has been provided within the last five years. References must be submitted on Contractor Reference Performance Report Form provided in **Appendix C**. The Contractor Reference Performance Report Form must be signed by both the vendor, vendor's references, **notarized** and submitted with the bid proposal.

The bidder must ensure that references are available to the procurement team during normal working hours 9am to 5pm AST. Bidder may not use the Supreme Court as a reference.

- Corporate Resolution. If Bidder is a corporation or partnership or other business entity, a current corporate resolution identifying the person(s) authorized to bind company, (e.g. Corporation's Articles of Incorporation, Secretary of the Corporation's Certificate, etc.). If a Bidder is an individual, a copy of the current Certificate of Trade Name is required.
- Business License. A valid copy of the company's business license.
- A Current copy of Certificate of Good Standing.
- Affidavit of Non Collusion/Fraud Statement. This form must be completed and submitted with the bid proposal. **(See Appendix D)**.
- The bidder is presumed to know and shall be strictly accountable for all terms and conditions in this IFB, including any and all attachments. The bidder shall indemnify and save harmless the Supreme Court of the Virgin Islands and servants thereof against any claim or liability arising from or based upon the bidders lack of knowledge of the terms and conditions in this IFB.

- 4) The submission of a response shall be conclusive evidence that the bidder has examined and agreed to all of the aforementioned conditions.
- 5) Bidder should note that all of the above requirements must be addressed and will be considered in the award of this IFB.
- 6) Response must contain any and all required documentation requested in this IFB.

**Responses must be in a sealed envelope with the IFB name and number and the bidder's name and address clearly marked on the outside of the submission package.**

## **SECTION 5: VEHICLE SPECIFICATION SUMMARY FOR SUVs**

**Two (2) SUVs – St. Thomas and St. Croix (1 per island) for the Supreme Court's Executive Staff.**

**Make & Model:** Latest manufacturer's model available, Compact Size, fuel efficient, four (4) door, four-wheel drive utility vehicle with five passenger seating

**Transmission:** Automatic - 4WD or AWD

**Brakes:** Four Wheel Disc

**Wheelbase:** Available. Approx. 118 in.

**Frame and Body:** Body – Galvanized

**Paint:** Available Colors

**Interior Color:** Available Colors

**Interior:** Front Leg Room – Minimum 39.9in.

**Suspension:** Strut or Torsion Beam

**Steering:** Power, electric power assist or Rack and pinion

**Lights:** Halogen

**Fuel Tank:** Minimum 15 gallons

**Instruments:** Standard

**Climate:** Air Conditioning

**Battery:** Standard

**Safety Air Bags:** Driver, passenger, etc.

**Minimum Warranty:** 3 years/36,000

**Tires:** Available or Standard

**Keys:** Key Fobs (2), Keys (4)

**Windows:** Power

**Floor Mats:** Rubber or Carpet

**Fuel Efficient**

**Total Cost:** \_\_\_\_\_

**SECTION 6: VEHICLE SPECIFICATION SUMMARY FOR MINI VAN/WAGON**

**Two (2) Mini Vans/Wagons – St. Thomas and St. Croix (1 per island) for the Supreme Court’s Messengers**

**Make & Model:** Latest manufacturer’s model available, Minivan/Wagon, fuel efficient, four (4) door, utility vehicle with five to seven passenger seating

**Transmission:** Automatic (if available AWD)

**Brakes:** Four Wheel Disc

**Wheelbase:** Standard Available approx. 118 in.

**Frame and Body:** Body – Galvanized Steel

**Paint:** Available Colors

**Interior Color:** Available Colors

**Suspension:** Strut or Torsion Beam

**Steering:** Power, electric Power Assist or Rack and Pinion

**Lights:** Halogen

**Fuel Tank:** Minimum 15 gallons

**Instruments:** Standard

**Climate:** Air Conditioning

**Battery:** Standard

**Safety Air Bags:** Driver, Passenger, etc.

**Minimum Warranty:** 3 years/36,000

**Tires:** Available or Standard

**Keys:** Key Fobs (2), Keys (4)

**Windows:** Power

**Floor Mats:** Rubber or Carpet

**Fuel Efficient**

**Total Cost:** \_\_\_\_\_

**SECTION 7: TRADE –IN INFORMATION**

Trade-In: (Must be included in Bidder’s Proposal)

**ST. THOMAS**

A. Year: 2009 Model: Chevy Cobalt VIN#1G1AT58H597225949  
\$ \_\_\_\_\_

B. Year: Year: 2009 Model: Escape VIN#1FMCU93198KE23164  
\$ \_\_\_\_\_

**ST. CROIX**

B. Year: 2006 Model: Mercury Mariner VIN#4M2YU571460DJ03954  
\$ \_\_\_\_\_

C. Year: 2009 Model: Chevy Cobalt VIN#1G1AT58H497225814  
\$ \_\_\_\_\_

**SUPREME COURT OF THE VIRGIN ISLANDS**  
**CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the Territory of the Virgin Islands, by and between **SUPREME COURT OF THE VIRGIN ISLANDS**; P.O. Box 590, Charlotte Amalie, VI 00804, (hereinafter referred to as "**SUPREME COURT**") and **NAME OF CONTRACTOR.**; **ADDRESS OF CONTRACTOR** (hereinafter referred to as "Contractor").

**WITNESSETH:**

WHEREAS, the Supreme Court of the Virgin Islands is in need of a contractor to provide (SCOPE OF WORK) and;

WHEREAS, the Supreme Court of the Virgin Islands solicited these services via Invitation for Bid No. 003-2016 ; and,

WHEREAS, Contractor's quotation/proposal, negotiated, finalized and dated \_\_\_\_\_, was determined to be the most responsive responsible bidder for the services, duties and responsibilities as described in Section 1 of this contract entitled Services and IFB No. 003-2016 \_\_\_\_\_; and,

WHEREAS, Contractor represents that it is experienced, licensed, willing and capable of performing the work and agrees to perform the work pursuant to the terms of this contract, and for the prices and rates specified in the Contractor's response to IFB No.003-2016\_\_\_\_\_ set forth in its aforementioned quotation/proposal, which quotation/proposal and any attendant responses is incorporated herein by reference and attached as Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

**1. SERVICES**

(DESCRIPTION OF SERVICES)

Contractor agrees to satisfactorily perform the aforesaid procurement as set forth in the aforesaid quotation/proposal dated \_\_\_\_\_, and the scope of work as set forth by IFB No. 003/2016.

The Contractor agrees that it is fully informed regarding all the conditions affecting the work to be done for the performance of the Contract, and that it has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the work.

**2. SUPERVISION**

- (a). The aforesaid services shall be done under the direct supervision of the Supreme Court's Administrative Director, or his/her designee, and in accordance with the laws of the U.S. Virgin Islands, pertinent Rules and Regulations, and any and all applicable federal rules and regulations.
- (b). The Contractor expressly warrants that it has employed no person to solicit or obtain this Contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that it has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the Contract price demanded by it, included any sum by reason of such brokerage, commission or percentage, and that all monies payable to it hereunder are free from obligation to any other person for services rendered, or supposed to have rendered, in the procurement of this Contract.
- (c). Breach of this warranty shall give the Supreme Court the right to terminate this Contract, or, in its discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

**3. TERMS**

This Contract shall commence upon the signature of the parties and shall terminate DATE OF TERMINATION thereafter unless otherwise extended by mutual agreement of the parties.

#### **4. COMPENSATION**

Supreme Court of the Virgin Islands, in consideration of the satisfactory performance of the services described in the IFB No. 003-2016 and Section 1 entitled "Services" of this contract, agrees to pay the Contractor a sum of up to TOTAL CONTRACT AMOUNT (\$) in accordance with Contractor's quotation paid as follows:

{PAYMENT SCHEDULE TO BE INSERTED HERE}

All invoices shall be payable within thirty (30) days of receipt of the invoice for work completed to the satisfaction of the Administrative Director, or his/her designee.

All work and completion thereof shall be certified by the Contractor prior to Supreme Court's obligation to pay. All payments shall be in lawful money of the United States. No additional expenses other than those authorized in this section will be paid by the Supreme Court of the Virgin Islands.

Payments made to the Contractor by the Supreme Court as described above for any service covered under this Contract shall constitute full and final payment for that service. The Supreme Court shall not be responsible for any expense of the Contractor related to the provision of services under this Contract, except as provided under this Contract.

#### **5. RECORDS**

Within thirty (30) days after the expiration date of the contract, Contractor shall furnish the Government a statement which sets forth in detail the expenditures of all government funds during the contract period. Each statement furnished by Contractor shall be certified as correct and shall include the itemization of all expenditures. Contractor shall keep and maintain on its premises or elsewhere in the Territory of the Virgin Islands full, complete and appropriate books of accounts and records which shall at all times be open for inspection by Government, its auditors or other authorized representatives.

If at any time during the term here of said books and records prove inadequate according to current acceptable accounting practices to record expenditures in the detailed required, Contractor shall, upon the request of the Government, procure and maintain such books and records as shall be of a character and adequate for said purposes. Contractor shall preserve all books and records for at least three (3) years from date each statement is rendered.

If at any time Contractor shall cause an audit to be made of Contractor's business by a certified accountant or a public accountant, Contractor shall without cost or expense to the Supreme Court, cause such accountant to furnish to the Supreme Court, within thirty (30) days after completion of such audit, a copy of said audit.

## **6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

## **7. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Supreme Court and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Supreme Court.

## **8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Supreme Court, to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent vendors, or in any other capacity whatsoever, or make the Supreme Court liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor or whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent vendors.

## **9. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Supreme Court.

## **10. INDEMNIFICATION**

Contractor agrees to investigate, defend and hold the Supreme Court harmless from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which the Supreme Court may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of the Supreme Court.

## **11. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

It is expressly agreed that Contractor is not and shall not be, during the term hereof, an employee of the Supreme Court, but shall be deemed an independent contractor and in this regard, Contractor will not be, *inter alia*, within the protection or coverage of the Supreme Court's Workmen's Compensation Insurance and no withholding of Social Security, Federal Income Tax or other payroll related deductions shall be made from the sums agreed to be paid to Contractor herein, the same being contract payments and not wages.

## **12. GOVERNING LAW**

This Contract shall be governed by the laws of, and shall remain within the jurisdiction of, the United States Virgin Islands.

## **13. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition or provision of this Contract, including any Addenda, shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waivers, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writings or writings.

## **14. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties hereto, and all prior understanding or communications, written or oral, with respect to the Project which are the subject matter of this Contract, are merged herein.

## **15. RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms hereof, including any addenda hereto, the Supreme Court will have the right to withhold out of any payment due to Contractor, such sums as the Supreme Court may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Supreme Court may apply such sums in such manner as the Supreme Court may deem proper to secure itself or to satisfy such claims. The Supreme Court will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by the Supreme Court if and while Contractor gives satisfactory assurance to the Supreme Court that such claims will be paid by Contractor or its insurance carrier.

## 16. **CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds.

## 17. **TERMINATION**

Either party will have the right to terminate this Contract with or without cause upon **FIFTEEN (15)** days written notice to the other party, specifying the date of termination, and based upon a reasonable determination that the project will not produce beneficial results commensurate with the expenditure of resources. Such written notice shall be preceded by consultation between parties. Provided, however, should the contractor elect to terminate this Contract and has in its possession funds that have been unexpended, said funds shall be returned to the Supreme Court.

If this Contract is being terminated by either party or a third party due to Contractor's misuse of said funds, Contractor shall reimburse all fund received on the contract to the Superior Court.

## 18. **PARTIAL TERMINATION**

The performance of work under this Contract may be terminated by the Supreme Court in part, whenever the Supreme Court shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payments for services provided to the date of termination, including payment for the period of the **FIFTEEN (15)** days notice.

## 19. **LIQUIDATED DAMAGES**

The parties agree that if Contractor fails to perform the services in a satisfactory manner as promised and when promised, it shall pay the Supreme Court as liquidated damages the sum of Five Hundred {\$500.00} Dollars per day until the services are satisfactorily performed. Time is of the essence.

## 20. **WARRANTY**

The Contractor warrants that the services provided, including equipment and materials provided, shall conform to professional standards of care and practice in effect at the time the work is performed; be free from all faults, defects or errors; and be of highest quality. If the Contractor is notified in writing of a fault, deficiency or error in the work provided within one (1) year from expiration date of the Contract, the Contractor shall, at the Supreme Court's option, either redo such portions of the work to correct such fault, defect or error, at no additional cost to the Supreme Court; or refund to the Supreme Court the amount paid by the Supreme Court which is attributable to such portions of the faulty, defective

or erroneous work, including the cost for obtaining another Contractor to redo the work.

## 21. **NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion or national origin or handicap.

## 22. **FALSE CLAIMS**

Contractor warrants that it shall not, with respect to this contract, make or present any claim upon or against the Supreme Court of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

## 23. **CONFLICT OF INTEREST**

- (a) Contractor covenants that it (includes owners, partners, directors, officers, or primary stockholders) has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e, the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and, as such, has:
    - (i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in Section 1108 thereof; and
    - (ii) not made, negotiated or influenced this contract in its official capacity; and
    - (iii) has no financial interest in the contract as that term is defined in Section 1101, (1) of said Code chapter.

## 24. EFFECTIVE DATE

The effective date of this Contract is the date of signature and execution by the parties.

## 25. NOTICE

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

**Supreme Court:**        **Rhys S. Hodge**  
                                 **Chief Justice**  
                                 **Supreme Court of the Virgin Islands**  
                                 **P.O. Box 590**  
                                 **St. Thomas, U.S. Virgin Islands 00802**  
                                 **Telephone: (340) 774-2237**  
                                 **Fax: (340) 774-2258**

**Contractor:**            **Name and Contact Information:**  
                                 **Telephone:**  
                                 **Fax:**  
                                 **Tax I.D.No:**

## 26. LICENSURE AND INSURANCE

- (a) Contractor shall, at its own expense and as first named insured, carry and maintain in force Comprehensive General Liability Insurance against bodily injury with limits of \$100,000.00 and against property damage with limits of \$100,000.00, the cost of which shall be borne by the Contractor and maintained fully during the term of the contract.
- (b) Contractor shall obtain and provide full Workers Compensation Insurance for all employees employed on this contract and provide proof of such coverage to the Supreme Court.
- (c) A copy of the insurance listed herein shall be filed with the Supreme Court of the Virgin Islands, No. 161B Crown Bay, St. Thomas U.S. Virgin Islands 00802
- (d) By executing this agreement, Contractor certifies that it is duly licensed to conduct business in the Virgin Islands and that it is in compliance with all applicable laws and regulations with respect to its lawful existence as a Virgin Islands business.

## 27. PUBLICITY

No publicity, including press releases, interviews, bulletins, or articles in any public, or trade medium concerning this Contract, its terms, execution,

implementation, or results, can be released without approval of the Supreme Court.

**28. PRE-CONTRACT COSTS**

Any cost incurred by the Contractor in order to develop, negotiate, or implement this Contract prior to the actual execution date of this Contract shall be the sole responsibility of the contractor.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**ATTEST:**

\_\_\_\_\_

**SUPREME COURT OF THE  
VIRGIN ISLANDS**

\_\_\_\_\_  
Rhys S. Hodge  
Chief Justice

**ATTEST:**

\_\_\_\_\_

**SUPREME COURT OF THE  
VIRGIN ISLANDS**

\_\_\_\_\_  
Regina Petersen  
Administrative Director

**ATTEST:**

\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
Name of Contractor  
Title

## **Appendix B**

**(See Attached Tax Payer Identification Form)**

## **Appendix C**

**(See Attached Contractor Reference Performance Report Form)**

## **Appendix D**

**(See Attached Affidavit of Non Collusion/Fraud Statement)**

## APPENDIX E

### VEHICLE DELIVERY & ACCEPTANCE WARRANTY

All vehicles will have the standard manufacturer's warranty plus enrollment in Manufacturer's Quality Fleet Care Program, or other Manufacturer's Program, if applicable. Warranty takes effect the date the vehicle is accepted by the Supreme Court.

#### *Pre-Delivery*

1. Prior to delivery, each vehicle shall be serviced and inspected by the dealer. At a minimum, this pre-delivery inspection shall cover the operations listed on the Dealer's "New Car Delivery-Check List".
2. A copy of the dealer's inspection and service check sheet including the dealer and vehicle identification, check off of all service and inspections performed, and the service manager's signature, shall be furnished with each vehicle delivered.
3. All fluids including the vehicle's crankcase, differential and transmission shall be filled to the manufacturer's recommended capacity.
4. The vehicles will be delivered with the gas tank full with the manufacturer's recommended fuel.
5. The vehicles shall be clean and free from defects when delivered. The vehicles will be inspected before acceptance by an authorized representative of the Supreme Court of the Virgin Islands for workmanship, appearance, proper functioning of all equipment and systems conformance to all other requirements of this specification.
6. If deficiencies are discovered during the inspection by a Supreme Court authorized representative, the dealer will have ten (10) working days to make correction. If the defect cannot be corrected within ten (10) working days, the vehicle(s) will be deleted from the invoice and payment will not be made until corrective action is made, and the vehicle is re-inspected and accepted. It shall be the responsibility of the dealer to pick up all rejected vehicles for corrective action and return for re-inspection and acceptance by the Supreme Court of the Virgin Islands.

### *Delivery*

1. Two (2) vehicles for St. Thomas and two (2) vehicles for St. Croix shall be delivered to the Supreme Court of the Virgin Islands at No. 161B Crown Bay, St. Thomas and No. 18 Strand Street, Frederiksted, St. Croix unless otherwise specified.
2. All vehicles shall be delivered during regular business hours of 8AM-4PM, Monday-Friday unless otherwise specified by the Supreme Court authorized representative.
3. The Supreme Court will hold fifty percent (50%) of monies owed to the contractor until all vehicles have been delivered and accepted. After all vehicles have been accepted, the Supreme Court will release final payment to the contractor upon receipt of the final invoice.
4. Manufacturer's certificate of origins for each vehicle will be provided to an authorized representative of the Court and will be completed in the name of the Supreme Court of the US Virgin Islands.