



REQUEST FOR PROPOSALS (RFP)

NO. 001/2017

INSURANCE SERVICES FOR THE JUDICIARY OF THE VIRGIN ISLANDS

PROPERTY/BUSINESS AUTO/COMMERCIAL INSURANCE

The Judiciary of the U.S. Virgin Islands Judicial Branch Administrative Office seeks the services of qualified firms to provide insurance coverage for the Judiciary of the U.S. Virgin Islands

All proposals and other communications must be addressed and returned to:

Regina Petersen, Administrator of Courts

Attention: Natalie Thomas-Pickering

Division of Procurement

P.O. Box 590

St. Thomas, U.S. Virgin Islands 00804

Proposals must be received no later than 4:00 p.m., Atlantic Standard Time (AST), on

January 11, 2017

Judiciary of the U.S. Virgin Islands

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)

REQUEST FOR PROPOSALS

Date: December 16, 2016

Send Statements of Proposals to:

To: Insurance Agents/Brokers

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

From

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

Project Title

RFP NO. 001/2017 – Insurance Services

Email: rfp@visupremecourt.org

RFP SCHEDULE	DATES
1. Release of Request for Proposals	Friday, December 16, 2016
2. Deadline for submittal of questions and/or clarifications regarding the RFP	Thursday, December 22, 2016 @ 4:00p.m. AST
3. Court's Deadline for Addendum to Questions	Thursday, December 29, 2016 @ 4:00p.m. AST
4. <u>Submittal Deadline for Request for Proposals</u>	<u>January 11, 2017 @ 4:00p.m. AST</u>

I. GENERAL INVITATION

- 1.1 **Purpose for this request for proposals (“RFP”):** Pursuant to Act No. 7888, the administrative operations of the Supreme Court of the Virgin Islands and the Superior Court of the Virgin Islands have been unified. In accordance with the now unified administration it is necessary to consolidate services. In this regard, the Judiciary of the U.S. Virgin Islands (“The Judiciary”), acting through its Judicial Branch Administrative Office, invites the submission of Proposals from Insurance Agents/Brokerages with expertise and experience in providing Commercial Property, Business Auto and General Commercial Liability Insurance (“Services”).

Companies with demonstrated experience in this area, and with an interest in making their services available to the Judiciary, are invited to respond to this RFP. For the purpose of this RFP “Respondents” means the companies or individuals that submit Proposals in response to this RFP. The documents submitted will be referred to as “Proposals.”

The selected Respondent shall perform all Services and functions associated with Insurance Brokerage Services as required in the RFP. The Services contemplated are professional in nature. It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the U.S. Virgin Islands and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the Judiciary. It is also understood that all reports, information, or data prepared or assembled by the selected Respondent under a contract awarded pursuant to this RFP are confidential in nature and will not be made available to any individual or organization, except the Judiciary without the prior written approval from the Judiciary.

The Judiciary reserves the right to determine, in its sole and absolute discretion, whether any aspect of the proposal satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Respondent(s), the right to negotiate with any Respondent(s) whether or not they submitted a proposal, the right to reject any or all proposals with or without cause, and the right to cancel and/or amend, in part or entirely, the RFP. The RFP does not commit the Judiciary either to award a contract or to pay for any costs incurred in the preparation of a proposal. Submission of a proposal as provided herein shall neither obligate nor entitle a prospective Respondent to enter into an agreement with the Judiciary.

It is understood that any proposal received and evaluated by the Judiciary can be used as a basis for direct negotiation of the cost and terms of a contract between the Judiciary and the particular firm submitting such a proposal. The Judiciary reserves the right to negotiate pertinent contract terms concurrently with any number of firms as it perceives is in its best interest, whether or not such firm has submitted a proposal. In submitting a proposal, it is understood by the Respondent that the Judiciary reserves the right to accept any proposal in its entirety or partially, to reject any and all proposals and to waive any irregularities or informalities that the Judiciary perceives is in its best interest.

The Respondent must be financially solvent and each of its members if a joint venture, its employees, agents or subcontractors of any tier shall be competent to perform the services required under this RFP document.

1.2 Internet Access to this RFP

All materials related to the RFP will be available on the internet at www.vispremecourt.org.

In the event you do not have download capability, all materials pertaining to this RFP may be obtained from the following locations:

**Supreme Court of the Virgin Islands
Division of Procurement
No. 161B Crown Bay
St. Thomas Virgin Islands 00802**

**Supreme Court of the Virgin Islands
Administration Division
No. 18 Strand Street
F'sted, Virgin Islands 00851**

**Superior Court of the Virgin Islands
Division of Property and Procurement
Alexander A. Farrelly Justice Center
5400 Veteran's Drive
St. Thomas, Virgin Islands 00802**

**Superior Court of the Virgin Islands
Division of Property and Procurement
R.H. Amphlett Leader Justice Complex
RR1 Box 9000
St. Croix, Virgin Islands 00850**

A Respondent who chooses to download a RFP solicitation instead of picking it up in person will be responsible for checking the aforementioned website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the website shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal. *Note, there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.*

All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print the RFP document, the Respondent may either fax the Procurement Division a legible copy of Respondents business card, referencing RFP No. 001/2017 to 340-693-4109 or contact the procurement office by calling 340-774-2237 to register Respondent's company as a RFP document holder, which will entitle Respondent to receive any future clarifications and/or addendum related to this RFP.

1.3 Issuing and Procuring Offices

This RFP is being issued for the Judiciary of the Virgin Islands by the Issuing Office listed below. The Issuing Office is the sole point of contact for this RFP. Please refer all inquiries to:

Judicial Branch Administrative Office
Supreme Court of the Virgin Islands
Division of Procurement
ATTN: Natalie Thomas-Pickering

No. 161B Crown Bay
P.O. Box 590
St. Thomas, USVI 00804
V: 340-774-2237; F: 340-693-4109
Email: rfp@visupremecourt.org
Web site: www.visupremecourt.org

From the issue date of this RFP until a determination is made regarding the selection of a Contractor, all contacts concerning this RFP must be made through the Issuing Office. Any violation of this condition is cause for the Judiciary to reject a Contractor's proposal. If it is later discovered that any violations have occurred, the Judiciary may reject the proposal.

II. SCOPE OF SERVICES

- 2.1 **Description of Services:** The Scope of Services that the Judiciary seeks to acquire is described in Exhibit 1 and Exhibit 1-A of this RFP. The Respondent is expected to expand on this scope in the submitted Proposal, incorporating their expertise and proposed method or approach.
- 2.2 **Term of Contract:** Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of two (2) years plus two additional 1 year extension option increments at the discretion of the Administrator of Courts, to provide for ongoing Services.

III. GENERAL INFORMATION AND GUIDELINES

This section contains data and materials to be provided, general proposal format information, submission and delivery instructions.

3.1 Communication Between the Judiciary and Respondents

Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Judicial Branch Administrative Office, Division of Procurement. All questions or requests for clarification must be in writing, sent by mail, email or fax at 340-693-4109, and directed to the attention of Natalie Thomas-Pickering, Division of Procurement, 161B Crown Bay, St. Thomas, U.S. Virgin Islands. **All questions must be received no later than 4:00 p.m. Atlantic Standard Time, on Thursday, December 22, 2016.** The face of each envelope or the cover sheet of the fax must clearly indicate that the contents are "Questions and Request for Clarification" about the RFP, and are "Not a Proposal" and must refer to "Request for Proposal ("RFP") for Insurance Agents/Brokerage Services for the Judiciary. No telephone calls will be accepted unless the questions are general in nature. **A Respondent that deviates from any of these restrictions may be subject to immediate disqualification from this RFP process.**

3.2 **Deadline and Procedures for Submitting Proposals**

To be assured of consideration, Proposals must be received by the Judiciary at the Supreme Court's building located at No. 161B Crown Bay, St. Thomas no later than **4:00 p.m. AST on Wednesday, January 11, 2017.**

The Judiciary may, but is not required to accept Proposals that are not received by the date and time set forth in Section 3.2.1 above. Only the Administrator of Courts is empowered to determine whether to accept or return late Proposals.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. It is Respondent's sole responsibility to ensure that the Proposal is received as required.

1. Proposals must be delivered to the following address:

HAND DELIVER

Judicial Branch Administrative Office
Division of Procurement
Supreme Court of the Virgin Islands
No. 161B Crown Bay
St. Thomas, U.S. Virgin Islands 00802

MAILING ADDRESS

Judicial Branch Administrative Office
Division of Procurement
Supreme Court of the Virgin Islands
P.O. Box 590
St. Thomas, U.S. Virgin Islands 00804

2. Respondent must submit one (1) hardcopy original and five (5) duplicate hardcopies of the Proposal. The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.
3. The outside of each sealed envelope or package must be labeled as follows:

Proposal Enclosed

Request for Proposals (RFP) No. 001/2017 for Insurance Agents/Brokerage Services

Due: **4:00 p.m. AST, Wednesday, January 11, 2017**

Submitted by: (Name of Respondent)

Package _____ of _____

- 3.3 **RFP Information Resources:** Respondents are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFP can be located at the following Judiciary's website: www.visupremecourt.org

- 3.4 **Confidentiality:** Respondent may designate those portions of the Proposal, which contain trade secrets or other proprietary data that must remain confidential. The Judiciary will not consider any cost information and references submitted by the respondent to be non-public, confidential or trade material. The respondent agrees as a condition of submitting a Proposal that the Judiciary will not

be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the responses submitted.

If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the Judiciary except for evaluation purposes, the Respondent must:

1. Mark the title page as follows: " This RFP Proposal includes trade secrets or other proprietary data that may not be disclosed outside the Judiciary and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The data subject to the restriction are contained in sheets (insert page numbers or other identification)." The Judiciary, for purposes of this provision, will include any consultants assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the Judiciary has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Judiciary's right to use information contained in the data if it is obtained from another source without restriction.
2. Mark each sheet or data to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."

All submissions are subject to the Freedom of Information Act.

IV. PREPARING PROPOSALS: REQUIRED INFORMATION

- 4.1 **Format of Proposals:** Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. The proposer should concentrate on accuracy, completeness and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the Judiciary's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 12 point or larger.

4.2 Required Content of Proposals

1. **Cover letter:** A cover letter, signed by an authorized representative of the business, shall include the name, address, telephone, fax number, e-mail address, and federal tax identification number of the Contractor.
2. **Executive Summary:** Respondent must provide an executive summary which explains its understanding of the Judiciary's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for successfully implementing and monitoring the Services, approach to project management; strategies, tools and safeguards for ensuring performance of all required Services.
3. **Professional Qualifications and Specialized Experience of Respondent and Team Members who will be assigned to the Judiciary's Account**

A. Company Profile Information (See Form In Exhibit 3)

Identify participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

If Respondent has a prime contractor/subcontractor relationship instead, this information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work.

Provide a chronological history of all mergers and/or acquisitions involving the Respondent's team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner.

B. Company References/Client Profile (See Form In Exhibit 4)

Respondent must provide a minimum of three 3 references, preferably at least one from a government agency related to a contract of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- 1) Client name, address, contact person name, telephone, and fax number.
- 2) Description of services provided similar to the services outlined in Exhibit I, "Scope of Services" of this RFP.

- 3) Discuss significant obstacles, if any with providing the required services and how those obstacles were overcome.
- 4) Total dollar value of the contract.
- 5) Contract term (Start and Expiration).

All company reference forms must be notarized. Reference contacts must be aware that they will be may be contacted for an interview or follow-up concerning Respondent's record of past performance.

C. Insurance License/Authority to do Business in the Territory

Respondent must provide copies of appropriate insurance licenses or certifications required of any individual or entity performing the services described in this RFP in the Virgin Islands, for itself, its partners and its subcontractors, including evidence that Respondent is authorized by the Government of the Virgin Islands, Banking and Insurance Division to do business in the Virgin Islands.

D. Summary of Current and future projects

Respondent must provide a summary of current and future projects and commitments including projected completion dates. Describe how any incomplete projects and/or contractual commitments to other clients will affect your ability to deliver Services, capacity to perform within the Judiciary's timeline and affect dedicated resources committed to the Judiciary's program. Identify what percentage of the Services will be performed utilizing your own workforce, equipment and facilities and what percentage of the work to be subcontracted.

4. Professional Qualification and Specialized Experience and Local Availability of Committed Key Personnel

Respondent must provide a summary who will be dedicated to the Services described in this RFP. For each person identified, describe the following information:

- 1) Title and reporting responsibility.
- 2) Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
- 3) Pertinent areas of expertise and past experience
- 4) Base location (local facility, as applicable)
- 5) Resumes or corporate personnel profiles which describe their overall experience and expertise.

5. Implementation Plan

Respondent must provide a comprehensive and detailed Plan for implementing Services as outlined in Exhibit 1, Scope of Services in this RFP. Each Respondent will be evaluated on its overall strategy, methodology, timetable; approach to complete the projects and meet the Judiciary's requirements.

The implementation plan must include, but not be limited to, the following:

A. Approach to Implementing Projects

The Plan must address your approach to implementing and managing the Services described in this RFP. Describe your policies and procedures for implementing projects for clients, quality control checks, and project management. Describe your program support and reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

B. Organizational Chart

Submit an organizational chart which clearly illustrates all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed Services; and key personnel involved and the following information:

- (i) A chart which identifies not only the current organizational structure, but also key personnel by name and title. Staffing levels should be included.
- (ii) The specific role of each of the firms in a team or joint venture for each task/work activity must be described.

C. Dedicated Resources

- (i) Describe facilities, equipment, personnel, communication technologies and other resources available for implementing the proposed Services.
- (ii) Staffing requirements. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the Judiciary. Specify if the assigned personnel will be on a full or part-time basis. Specify how each employee turnover will be handled (ie. separation; leave of absence, etc.)

6. Cost Proposal

Cost Proposal: *The Cost Proposal must be submitted separately.* The Judiciary is requesting information regarding the costs for the Services outlined in this RFP. In Exhibit 2, Cost Proposal Format, provide detail for the price schedule options indicated. The Respondent is responsible for disclosing any charges or fees that the Judiciary would incur with the Respondent, before, during and after the implementation. Proposals that fail to include complete cost information will be rejected as incomplete and deemed non-responsive.

For the purposes of comparing costs between Respondents, Respondent should not deviate from the compensations methods outlined in Exhibit 2. The Judiciary reserves the right to negotiate a final fixed price, terms, and conditions with the selected Respondent.

The Respondent shall use Exhibit 2, Cost Proposal Format and enclose it in a separate sealed envelope as part of the bid proposal.

7. Financial Statements

Respondent must provide a copy of its audited financial statements for the last three (3) years. Respondents that are comprised of more than one entity must include financial statements for each entity. The Judiciary reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

If Respondent is unable to provide audited financial statements, state the reasons in your Proposal response and provide financial documentation in sufficient detail to enable the Judiciary to assess the financial condition of your company.

Sufficient alternate documentation would be un-audited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and income/expenses must be presented in adequate detail for the Judiciary to assess the financial condition of the Respondent.

8. Insurance

Prior to contract award, the Contractor will be required to submit evidence of insurance in the amount specified by the Judiciary and listed as an additional insured.

9. Affidavit of Non Collusion

Respondent must complete and submit Exhibit 6, Affidavit of Non Collusion form. Form must be notarized and submitted with the proposal.

V. EVALUATING PROPOSALS

The Administrator of Courts will appoint an Evaluation Committee (“EC”), which will include the representatives from the Procurement Division and other representatives of other departments of the Judiciary to review and evaluate the Proposals, as described below.

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent’s Proposal. The Proposal evaluation process is organized into three phases:

Phase I - Preliminary Proposal Assessment

Phase II - Proposal Evaluation

Phase III - Site Visits and/or Oral Presentations (if necessary)

Phase I - Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent’s compliance with and adherence to all submittal requirements requested in Section 4.2., Required Content of the Proposal. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to “non-responsiveness” and rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent’s Proposal meets the program objectives set forth in the RFP. Phase II will include a detailed analysis of the Respondent’s qualifications, experience, proposed implementation plan, cost proposal and other factors based on the evaluation criteria outlined in Section V, Evaluating Proposals.

As part of the evaluation process, the EC will review the information required by Section IV, for each Proposal received. The EC may also review other information gained by checking references and by investigating the Respondent’s financial condition.

The Judiciary reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The Judiciary reserves the right to enlist independent consulting services or the Government of the Virgin Islands, Division of Banking and Insurance to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

In addition, the Evaluation Committee will review the Respondent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP using the following criteria (not necessarily listed in order of importance):

- A. Professional Qualifications and Specialized Experience of Respondent, Local Key Personnel with emphasis on specific experience on projects of similar scope and magnitude as outlined in Exhibit 1, Scope of Services of the RFP.
- B. Past and Current Performance of the Respondent on other contracts in terms of quality of services and compliance with budgets and performance schedules. The Committee may solicit from current and/or previous clients including other agencies, or any available sources, relevant information concerning the Respondent's record of performance.
- C. Responsiveness, quality, comprehensiveness, adequacy, and understanding of the needs of the Judiciary and how the insurance program may be best accomplished.
- D. Each Respondent will be evaluated on their Implementation Plan including strategy, methodology and approach to meeting the Judiciary's insurance requirements.
- E. Cost Proposal relative to information provided in Exhibit 2 including any discounts.
- F. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.
- G. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the Judiciary in researching, consulting, advising, drafting or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

VI. SELECTION CRITERIA

After the Evaluation Committee ("EC") completes its review of Proposals in Phase II, it may submit to the Administrator of Courts a recommended short list of Respondents for Phase III Oral Presentations, or the EC may forego Phase III and submit a recommendation to select one Respondent, or a recommendation to reject any or all Proposals.

Phase III- Oral Presentations and/or Site Visit

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Administrator of Courts, those short-listed Respondents may be invited to appear before the Evaluation Committee for an oral presentation to clarify in more detail information submitted in Respondent's Proposal; and/or to ask Respondent to respond to additional questions. Afterwards, the Evaluation Committee will make a final evaluation, including a final ranking of the Respondents, and will submit a recommendation to the Administrator of Courts that is in the best interest of the Judiciary.

If the EC makes a vendor selection recommendation, the recommendation will be forwarded to the Administrator of Courts for authorization to enter into contract negotiations with the selected Respondent.

The Judiciary will require the selected Respondent to participate in contract negotiations. The Judiciary's requirement that the selected Respondent negotiate is not a commitment by the Judiciary to award a contract. If the Procurement Division determines that it is unable to reach an acceptable contract with the selected Respondent, including failure to agree on a fair and reasonable cost proposal for the Services or any other terms or conditions, the Administrator of Courts may ask the Procurement Division to terminate negotiations with the selected Respondent, and to negotiate with any of the other qualified Respondents, until such time as the Judiciary has negotiated a contract meeting its needs.

The Judiciary reserves the right to terminate this RFP solicitation at any stage if the Administrator of Courts determines this action to be in the Judiciary's best interests. The receipt of Proposals or other documents will in no way obligate the Judiciary to enter into any contract of any kind with any party.

VII. ADDITIONAL DETAILS OF THE RFP PROCESS

The Judiciary of the Virgin Islands intends to use this RFP and any amendments thereto and the selected vendor's proposal as the base documents forming the Contract between the Judiciary and the selected vendor. Consequently, prospective vendors are cautioned to carefully review the entire RFP and to identify particular terms or conditions that may inhibit successful contract negotiations or contract performance. Vendors must identify the particular RFP section(s) and prepare precise alternative language that they recommend be inserted in lieu of the Judiciary's language. Vendors are cautioned that the Judiciary is under no obligation to accept alternative language proposed.

7.1 **Selection of Vendor:** The Administrator of Courts will appoint an Evaluation Committee to assist in the proposal evaluation and vendor selection processes. After reviewing both technical and cost proposals, the Evaluation Committee will select the vendor deemed to be the most highly qualified and responsible based on the evaluation criteria established for the proposals and will recommend the selected vendor to the Administrator of Courts. Fair and reasonable compensation may be further determined through negotiations.

Should the Procurement Division be unable to negotiate a satisfactory Contract with the firm considered to be the most qualified, at a price he/she determines to be fair and reasonable to the Judiciary, negotiations with that firm will be formally terminated.

7.2 **Failure to Negotiate Contract With Best Qualified Vendor:** If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified vendor, a written record stating the reasons therefore shall be placed in the file and the Procurement Division shall advise such vendor of the termination of negotiations which shall be confirmed by written notice within three (3) business days. Upon failure to negotiate a contract with the best qualified vendor, the procurement manager may enter into negotiations with the next most qualified vendor. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that vendor. If negotiations again fail, negotiations shall be terminated as provided above and negotiations may commence with the next most qualified vendor.

7.3 **Failure to Award Contract:** Should the Procurement Division be unable to negotiate a contract with any of the vendors initially selected as the best qualified vendors, offers may be re-solicited or additional vendors may be selected based on their original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with these rules until an agreement is reached and the contract awarded.

7.4 **Contract:** It is proposed that, if a contract is entered into as a result of successful negotiations, the vendor will be issued a standard Judiciary of the Virgin Islands contract for professional services and/or purchase order.

This agreement will contain the provisions shown in the sample document attached herein as Exhibit 5. Negotiations may be undertaken with firms whose proposals show them to be qualified, responsible, and capable of performing the work. The "Scope of Work," as negotiated, will be incorporated into the terms of the standard contract and purchase order. All or a portion of the products/services offered in the vendor's proposal may be incorporated into the final negotiated contract and/or purchase order. **(Note: Exhibit 5 is a sample document which may be amended through negotiation and is not required to be returned with your proposal.)**

7.5 **Rejection of Proposals:** The Judiciary reserves the right to reject proposals that contain material deviations from the requirements of this RFP. It is understood that all proposals, whether rejected or not, will become part of the Judiciary's official file.

7.6 **Withdrawal of Proposals:** A 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 Judiciary.

- 7.7 **Cost of Proposals:** Vendors submitting proposals do so entirely at their own expense. There is no implied or expressed obligation by the Judiciary of the Virgin Islands to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the Judiciary or for participating in any selection demonstrations or interviews, including pre-contract negotiations and contract negotiations.
- 7.8 **Revisions to the RFP:** If revisions to the RFP become necessary, an addendum will be provided on the court's website via www.visupremecourt.org. The information contained on this web site 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 Judiciary 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 Judiciary.
- 7.9 **Prohibition on Communication with Staff:** All communication relative to this procurement must be in writing to the Administrator of Courts. Only the Administrator of Courts, or his/her designee, has the authority to communicate with prospective Respondents regarding this RFP.
- 7.10 **Reservation of Rights:** The Judiciary reserves the right to require vendors to clarify the terms and conditions of any response submitted. The Judiciary reserves the right to cancel or withdraw this RFP without prior notice. The solicitation, acceptance or evaluation of responses to this RFP does not commit the Judiciary to the award of a Contract or to pay any costs incurred in the preparation and submission of proposals in anticipation of a Contract. The Judiciary reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of the Judiciary will be served by such action.

The Judiciary reserves the right to award the Contract in whole or in part, if deemed to be in the best interest of the Judiciary. The Judiciary reserves the right to award all or part of any resultant contract to a single or multiple Vendors. The Judiciary also reserves the right to waive informalities and minor irregularities in responses received; and to accept any portion of the response or all items proposed, if deemed in the best interest of the Judiciary.

The Judiciary reserves the right to request a Best and Final Offer (BAFO) from the contractor. The Judiciary may make adjustments, clarifications, scope revision, and other similar changes to the RFP, which shall be formalized in the BAFO. Updated proposals may be requested from each vendor whose proposal has been deemed acceptable or potentially acceptable to the Judiciary. This

step will be done in the form of a business letter sent from the Judiciary to the vendors requesting changes and the submission of an updated proposal.

The Judiciary's request for an updated proposal will describe changes that the Judiciary wishes to make to the RFP, if any, as well as the specific identification of areas requiring clarification in the vendor's proposal. Vendors may be permitted to clarify or amend their proposals in the areas identified by the Judiciary.

The Judiciary makes no assurance that proposal clarifications will be requested and reserves the right to complete its evaluation and make a selection immediately after the initial evaluation. Consequently, Vendors are encouraged to submit an initial proposal that is clear and competitive.

7.11 **Disqualification and Rejection of Vendor:**

Any of the following causes may be considered as sufficient for the disqualification and rejections of a proposal:

1. Submission of more than one (1) proposal for the same work by an individual, firm, partnership or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships or corporations under common control may be considered to be the same entity;
2. Evidence of collusion between or among the proposers;
3. Having defaulted on a previous contract with the Judiciary or other Judiciary agencies;
4. Poor, defective or otherwise unsatisfactory performance of work for the Judiciary, or any other party on prior projects which, in the Judiciary's judgment and sole discretion, raises doubts as to the vendor's ability to properly perform the work; or
5. Any other cause which, in the Judiciary's judgment and sole discretion, is sufficient to justify disqualification of the vendor or the rejection of its proposal.

7.12 **Use of Subcontractors:** The vendor must indicate if they plan to subcontract any part of the proposed scope of work. The vendor must identify each subcontractor by name, address, and telephone number and must thoroughly describe the work they will perform on the project.

7.13 **Contract Performance**

If the Contractor, or any proposed subcontractor, has had a contract terminated for default during the past three years, all such instances **must** be described as required below:

Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance.

Vendors **must** submit full details of all terminations for default experienced by the vendor during the past three years, including the name, address and telephone number of the terminating party. The response to this subsection **must** present the vendor's position on the matter. If no such terminations for default have been experienced in the past three years, the vendor **must** so indicate.

If at any time during the past three years, the Contractor has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, the vendor **must** describe fully all such terminations including the name, address, and telephone number of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred in the past three years, the vendor **must** so indicate.

- 7.14 **Persons Employed by both Judiciary and Vendor:** If any employee of the Judiciary is employed by the vendor, or is a subcontractor to the vendor, as of the due date for proposal submission, the vendor must identify all such persons by name, position held with the vendor, and position held with the Judiciary (including job title). In this section, the vendor must describe the responsibilities of such persons within the proposing organization. If, after review of this information by the Judiciary, it is determined that a conflict of interest exists or may exist, the vendor may be disqualified from further consideration in this procurement. If no such relationship exists, the vendor should so indicate.

EXHIBIT 1
SCOPE OF SERVICES

The Judicial Branch is soliciting information from insurance agents/brokers for its commercial property, Business Auto, and general liability. The selected Respondent will provide the Judiciary with insurance agents or broker services consistent with the following generalized categories and descriptions. An agent/broker responding to this RFP should demonstrate substantial, high-level knowledge, expertise and success in at least the following areas:

- 1) Review and analyze Insurance Specifications submitted on behalf of the Judicial Branch and suggest recommendations for additions or changes to coverage and limits of insurance.
- 2) Review the individual policies for accuracy and completeness prior to delivery to the Judicial Branch of the Virgin Islands.
- 3) Prepare applications and insurance policy specifications for review and approval by the Judiciary. The approved applications and specifications will be submitted to underwriters.
- 4) Design, market and implement the broadest coverage, including all coverage listed in Exhibit 1-A, *Sample Insurance Specifications*, at the most reasonable cost for the risk exposures presented.
- 5) Develop a specification package which includes the items referenced in Scope of Service #4, above. Present the risk exposure and other information in a form acceptable to underwriters.
- 6) Identify those markets most likely to provide the insurance and services desired.
- 7) Present insurance specifications to the market place; prepare applications; request quotations for specified coverage and programs; respond to underwriter's questions and provide additional information, if requested.
- 8) Receive and analyze underwriter's quotations, at least sixty (60) business days prior to policy expiration, to determine whether it adheres to the specifications and whether the premium quoted is fair and reasonable within the marketplace. Submit analysis of underwriters quotations to Office of the Administrator of Courts for consideration. At the direction of the Office of the Administrator of Courts, negotiate any refinements on terms and/or conditions to obtain the most beneficial and cost effective coverage available.
- 9) Submit an insurance proposal to the Judiciary within thirty (30) days business days prior to expiration. Provide a comparative analysis for variances in cost, coverage, exposure data, and a comparison of insurance specifications vs. insurance policies, including all endorsements and coverage exceptions to be included in the issued policies.

- 10) Recommend and place coverage upon the Judiciary's approval.
- 11) Thirty (30) business days prior to expiration, submit insurance binders to the Judicial Branch Administrative Office. Prior to submission, each binder's coverage must be reviewed for appropriate terms, conditions, limits, deductibles, premiums, and carrier participation. All insurance binders must be issued by the insurance company not the selected Respondent.
- 12) Provide an insurance coverage summary which includes but is not limited to: effective dates, policy limits, insuring agreements, exclusions, annual premium and exposure basis.
- 13) Submit all original policies and endorsements to the Judiciary within thirty (30) days of the effective dates, including surplus lines and stamping (if applicable). A written report outlining errors, discrepancies and any other inconsistencies in the final proposal and/or binders must be submitted for each policy. Any deviation from this deadline must be pre-approved by the Judiciary and must include a written statement explaining the reason for the delay and a revised timetable for receipt of the outstanding policies. All policy changes and/or corrections must be processed within thirty (30) days.
- 14) Receive, review, coordinate, process and monitor all property and liability claims related to the insurance procured and outlined herein; transmit all supporting documents to insurers; and assist the Judicial Branch Administrative Office in settlement and payment of all claims.
- 15) Establish claim reporting procedures including contact personnel names and phone numbers. Identify a claim coordinator and provide appropriate forms and instructions for use. The forms must contain the reprinted mailing address of the primary recipients.
- 16) Unless otherwise agreed to by the Judiciary, the selected Respondent must submit quarterly reports of the number of claims open, claims closed and total incurred values.
- 17) Place additional related insurance coverage when necessary.
- 18) Perform annual safety and loss control services and inspections when requested or required by the insurance company.
- 19) When necessary, issue certificates of insurance to the Judicial Branch Administrative Office.
- 20) Review, validate, and approve all premium invoices and billings regarding insurance policies and endorsements.
- 21) Review Judiciary contract(s) for appropriateness of insurance requirements, when requested by the Judiciary.

22) Prepare and submit written reports to the Judiciary, as requested.

23) Indicate address, telephone number and name of individuals to whom claims should be reported and the procedures to be followed in notifying the insurer.

**EXHIBIT 1-A
CURRENT INSURANCE SPECIFICATIONS**

Supreme Court of the Virgin Islands

BUSINESS AUTO

Coverage	Limits	Deductible	Premium
Bodily Injury	\$25,000PP/\$50,000EA	Comprehensive: \$250	\$21,659.00
Property Damage	\$25,000	Collision: \$500	
Medical Payments	\$5,000		
Uninsured/Underinsured	No Coverage		
Expiration: February 5, 2017			

LIABILITY INSURANCE

Coverage	Limits	Deductible	Premium
General Aggregate	\$1,000,000		
Products & Completed	No Coverage		
Personal & Advertising	No Coverage		
Each Occurrence	\$1,000,000		
Damage to Rented	\$100,000		
Medical Expense	\$5,000		
Bodily Injury Deductible	\$500		
Deductible		\$500	
Premium			\$11,655.90*

*Included acts of terrorism

Address: Plot #18 Strand Street, St. Croix, VI 00840

No. 161B Crown Bay, St. Thomas, VI 00802

Expiration: 4/12/2017

Property Insurance

Coverage	Limits	Deductible	Premium
Business Person./Prop	\$275,000	5% of sum insured on all Windstorm, Earthquake and Vandalism Terrorism	
Building	\$975,000		
Fixtures Improvement & Alterations	\$1,900,000		
Business Personal Property	\$900,000		
*\$2,500 on all other insured Causes of Loss			
Premium			\$62,937.00

Address: Plot #18 Strand Street, St. Croix, VI 00840

No. 161B Crown Bay, St. Thomas, VI 00802

Expiration: 4/18/2017

Superior Court of the Virgin Islands – St. Thomas District

BUSINESS AUTO

<u>COVERAGE</u>	<u>LIMITS</u>	<u>DEDUCTIBLE</u>	<u>PREMIUM</u>
Bodily Injury & Property Damage	\$25,000		\$16,248
Medical Payments	\$ 1,000/EA		\$ 2,880
Comprehensive/Actual Cash Value or Cost of Repair, whichever is less, minus deductible		\$500	\$13,012
Collision/ Actual Cash Value or Cost of Repair, whichever is less, minus deductible		\$1,000	\$30,829

Expires: February 2017

COMMERCIAL PROPERTY LIABILITY

<u>COVERAGE</u>	<u>LIMITS</u>	<u>DEDUCTIBLE</u>	<u>PREMIUM</u>
All Risks of Direct Physical Loss or Damage including Windstorm, Earthquake, Volcanic Eruption and flood.	\$2,900,000	5% of the sum insured per location, any one occurrence in respect of Windstorm, and Flood 3% of the sum Insured, per location, any one occurrence in respect of Earthquake and Volcanic Eruption	\$44,338.70
All Other Perils		\$2,500	
Terrorism			\$2,500

Expiration: March 5, 2017

GENERAL LIABILITY

<u>COVERAGE</u>	<u>LIMITS</u>	<u>DEDUCTABLE</u>	<u>PREMIUM</u>
General Aggregate	\$1,000		
Products-Completed	No Coverage		
Personal and Advertising	No Coverage		
Each Occurrence Limit	\$1,000,000		
Fire Damage Limit	\$ 100,000 any one Fire		
Medical Expense Limit	\$ 5,000 any one Person		
	Property Damage Per Claim		
	Bodily Injury		
		\$500 Per Claim	
Commercial General Liability			\$33,355.00
Terrorism Coverage			\$ 1,667.75

Expiration: March 2, 2016

Superior Court of the Virgin Islands – St. Croix

BUSINESS AUTO

Coverage	Limits	Deductible	Premium
Bodily Injury	\$15,000PP/\$30,000EA	Comprehensive: \$1,000	\$50,479
Property Damage	\$25,000	Collision: \$2,500	
Medical Payments	\$1,000PP/\$5,000EA		
Uninsured/ Underinsured	No Coverage		
Expiration: February 4, 2017			

LIABILITY INSURANCE

Coverage	Limits	Deductible	Premium
General Aggregate	\$1,000,000		
Products & Completed	No Coverage		
Personal & Advertising	No Coverage		
Each Occurrence	\$1,000,000		
Damage to Rented	\$100,000		
Medical Expense	\$500		
Bodily Injury Deductible		\$500	
Deductible		\$500	
Premium			\$12,970.33*

*Included acts of terrorism & VI Tax

Address: 23A Kingshill, St. Croix, VI 00850

41A Barren Spot, St. Croix, VI 00850

Remainder Plot No. 50 Estate Hannah's Rest, St. Croix, VI 00840

Expiration: August 6, 2017

Property Insurance

Coverage	Limits	Deductible	Premium
Business Personal/Property	\$470,000	5% of sum insured on all Windstorm, Earthquake and Vandalism Terrorism	\$10,404.63*
All other Perils		\$2,500	

*Included acts of terrorism & VI Tax

Expiration: July 1, 2017

Commercial Inland Marine – Equipment Floater

Coverage	Limits	Deductible	Premium
Commercial Inland Marine (Equipment Policy)	\$848,404.77**	\$1,000 per claim each and every loss for all perils except 5% of the total sum insured deductible for peril of windstorm and earthquake and volcanic eruption.	\$15,579.48*

**Insured value

*Included acts of terrorism & VI Tax

Expiration: July 31, 2017

EXHIBIT 1-B
Supreme Court of the Virgin Islands – STT & STX

VEHICLE LIST

VEHICLE #	YEAR	MAKE AND MODEL	SERIAL NUMBERS	CONDITION
1. SCT-1	2010	GMC Terrain	2CTFLEEY8A6349630	Excellent
2. SCT-2	2014	GMC	1FM5K8AR4EGB47153	Excellent
3. SCT-3	2014	FORD	1FM5K8AR1EGB47157	Excellent
4. SCT-4	2014	FORD	1FM5K8AR2EGB7152	Excellent
5. SCT-5	2009	FORD	1G1AT58H597225949	Poor
6. SCT-6	2009	CHEVROLET	1G1AT58H497225814	Poor
7. SCT-7	2014	CHEVROLET	1FM5K8ARXEGB47156	Excellent
8. SCT-8	2014	FORD	1FM5K8AR6EGB47154	Excellent
9. SCT-9	2009	FORD	1FMCU93198KE23164	Poor
10. SCT-10	2014	FORD	1FM5K8AREGB47155	Excellent
11. SCT-11	2006	FORD	4M2YUS71460DJO395	Poor
12. TCK-211	2011	MERCURY	IJ4RR4GG9BC5580738	Excellent
13. TCK-201	2011	JEEP	1J4RR4GG4BC584745	Excellent
14. CEK-938	2011	JEEP	IJ4RR4GG2BC584744	Excellent

Superior Court of the Virgin Islands, St. Croix District

VEHICLE LIST

VEHICLE #	YEAR	MAKE AND MODEL	SERIAL NUMBERS	CONDITION
1. SC-1	2016	Ford Explorer	1FM5K8AR9GGC68442	Excellent
2. SC-2	2016	Ford Explorer	1FM5K8AR5GGC68440	Excellent
3. SC-3	2009	Chevy Trail Blazer	1GNNDT33S292131981	Good
4. SC-4	2011	GMC Terrain	2CTFLTE51B6319252	Good
5. SC-6	2016	Ford Explorer	1FM5K8AR7GGC68441	Excellent
6. SC-7	2008	Chevy Trail Blazer	1GNNDT13S582157879	Fair
7. SC-13	2016	Ford Explorer	1FM5K8AR0GGC68443	Excellent
8. SC-18	2011	Chevy Silverado	1GCRKPE07BZ247257	Good
9. SC-25	2011	GMC Terrain	2CTFLTE54B6317527	Good
10. SC-26	2008	Chevy Trail Blazer	1GNNDT13S682162184	Good
11. SC-28	2006	Chevy Trail Blazer	1GNNDT13S462215266	Fair
12. SC-29	2006	3500 Crew Cab Truck	1GCJK33D56F176076	Good
13. SC-35	2011	GMC Terrain	2CTFLTE55B6314524	Good
14. SC-41	2011	GMC Terrain	2CTFLTE58B6312427	Good
15. SC-47	2008	Chevy Trail Blazer	1GNNDT13S882156936	Poor
16. SC-48	2016	Ford Explorer	1FM5K8AR6GGC68446	Excellent
17. SC-55	2011	GMC Terrain	2CTELTE55B6318718	Good
18. SC-58	2016	Ford Explorer	1FM5K8AR2GGC68444	Excellent
19. SC-59	2011	GMC Terrain	2CTFLTE5XB6313255	Good
20. SC-61	2008	Chevy Trail Blazer	1GNNDT13S782161318	Good
21. SC-62	2008	Chevy Uplander	1GNNDV23158D211242	Fair
22. SC-63	2016	Ford Explorer	1FM5K8AR94GGC68445	Excellent
23. SC-64	2008	Chevy Trail Blazer	1GNNDT13SX82157067	Fair
24. SC-65	2011	Chevy Express Van	1GAZGZFG0B1126568	Good
25. SC-66	2011	GMC Terrain	2CTFLTE50B6319050	Good
26. SC-68	2003	Ford Van	1FBSS31S93HA46862	Fair
27. SC-69	2006	Ford Van E35	1FBSS31LX6DA03202	Fair
28. SC-70	2006	Ford Van E35	1FBSS31L86DA03201	Fair
29. SC-71	2006	Ford Box Truck	1FDXE45PX6DA18287	Fair
30. SC-76	2005	Chevy Trail Blazer	1GNNDT13S152209438	Fair
31. SC-78	2011	GMC Terrain	2CTFLTE57B6312418	Good
32. SC-79	2008	Trail Blazer	1GNNDT13S882166253	Good
33. SC-81	2009	Chevy Trail Blazer	1GNNDT33SX93132781	Good
34. SC-82	2009	Chevy Trail Blazer	1GNNDT33S292119930	Good
35. SC-83	2011	GMC Terrain	2CTFLTE56B6316539	Good
36. SC-84	2011	Chevy Express Van	1GAZGZFG1B1127227	Good
37. CCG-469	2005	Chevy Trail Blazer	1GNNDT13S952211213	Fair
38. CCT- 70	2011	Chevy Equinox	2CNFLEE56B6315295	Good
39. CCT-271	2005	Chevy Trail Blazer	1GNNDT13S952211728	Good
40. CCT-502	2011	Chevy Tahoe	1GNSKAE05BR224632	Good
41. CDE-478	2007	Mercury Mariner	4M2CU971X7KJ10292	Good
42. CDV-726	2011	Chevy Equinox	2CNFLEE56B6319816	Good
43. CEC-017	2009	Chevy Trail Blazer	1GNNDT33S692132325	Good
44. CEC-018	2008	Chevy Trail Blazer	1GNNDT13S182257462	Good
45. CEI-095	2010	Chevy Tahoe	1GNUMBE0XAR194217	Good
46. CFJ-663	2017	Ford Explorer	1FM5K7D84HGA45398	Excellent

Superior Court of the Virgin Islands, St. Thomas/St. John District

VEHICLE LIST

VEHICLE NO.	YEAR	MAKE AND MODEL	SERIAL NUMBER	CONDITION
1. SC-5	2011	Mitsubishi Endeavor	4A4JN2AS4BE018565	Good
2. SC-8	2008	Chevy Trailblazer	1GNNT13SX82119757	Fair
3. SC-9	2016	Ford Inceptor	1FM5K8AR1GGC68466	New
4. SC-10	2005	Mitsubishi Montero	JA4MW31S25J001261	Poor
5. SC-11	2005	Chevy Trailblazer	1GNNT13S552262157	Poor
6. SC-12	2011	Ford Transit	NM0KS9BN5BT065019	Good
7. SC-14	2001	Ford F450XL	1FDXF46S41EC98601	Good
8. SC-15	2011	Ford Escape	1FMCU9DG2BKB87936	Good
9. SC-16	2011	Mitsubishi Endeavor	4A4JN2AS1BE018605	Good
10. SC-17	2016	Ford Inceptor	1FM5K8AR6GGC68463	New
11. SC-21	2011	Ford Escape	1FMCU0DG4BKB87937	Good
12. SC-22	2011	Mitsubishi Endeavor	4A4JN2AS0BE018644	Good
13. SC-23	2016	Ford Inceptor	1FM5K8ARXGGC68465	New
14. SC-24	2006	Ford F450 Cutway Truck	1FDXE45S76DA03203	Good
15. SC-27	2016	Ford Inceptor	1FM5K8AR8GGC68464	New
16. SC-30	2011	Mitsubishi Endeavor	4A4JN2AS4BE18551	Good
17. SC-31	2011	Ford Van E350	1FBSS3BLBDA77894	Good
18. SC-32	2003	Ford-N/Holland	1FTWF33S13EC62947	Fair
19. SC-33	2016	Ford Inceptor	1FM5K8AR4GGC68462	New
20. SC-36	2006	Ford F250	1FM5F21566EC71599	Fair
21. SC-37	2011	Mitsubishi Endeavor	4A4JN2AS5BE018591	Good
22. SC-38	2011	Mitsubishi Endeavor	4A4JN2ASXBE018618	Good
23. SC-39	2011	Ford Escape	1FMCU9DG3BKB87931	Good
24. SC-40	2011	Mitsubishi Endeavor	4A4JN2AS7B018656	Good
25. SC-42	2011	Ford Escape	1FMCU9DG1BK87930	Good
26. SC-43	2008	Chevy Trailblazer	1GNNT13S082128046	Fair
27. SC-44	2011	Ford Escape	1FMCU9DG5BKB87932	Good
28. SC-45	2006	Ford F250	1FTNF21596EC71600	Fair
29. SC-46	2011	Mitsubishi Endeavor	4A4JN2AS2BE018578	Good
30. SC-49	2016	Ford Inceptor	1FM5K8AR5GGC68468	New
31. SC-50	2011	Ford Escape	1FMCU9DG9BKB87934	Good
32. SC-51	2016	Ford Inceptor	1FM5K8AR3GGC68467	New
33. SC-52	2011	Ford Escape	1FMCU9DG6BKB87938	Good
34. SC-53	2006	Ford Van E350	1FBSS31L36DA03199	Fair
35. SC-54	2006	Ford Van E350	1FBSS31L66DA03200	Fair
36. SC-56	2001	Ford Van E350	1FBSS31S01HA95283	Fair
37. SC-57	2011	Ford Escape	1FMCUD9G0BKB87935	Good
38. SC-60	2011	Ford Escape	1FMCU9DG7BKB87933	Good
39. SC-72	2008	Chevy Trailblazer	1GNNT13SX82117989	Poor
40. SC-80	2011	Ford Transit	NM0KS9BN1BT065020	Good
41. TCK-209	2006	Ford Explorer	1FMEU73E26UA90369	Poor
42. TCK-210	2006	Ford Explorer	1FMEU73E76UA90366	Poor
43. TCK-212	2006	Ford Explorer	1FMEU73E06UA90371	Poor
44. TCK-213	2006	Ford Explorer	1FMEU73E96UA90370	Fair
45. TCK-231	2006	Ford Explorer	1FMEU73E06UA90368	Poor
46. TDP-707	2007	Ford Explorer	1FMEU73E97UB76215	Fair

47.	TDP-717	2007	Ford Explorer	1FMEU73E07UB76216	Fair
48.	TDY-365	2009	Mitsubishi Outlander	JA4MS31X59Z009398	Fair
49.	TDY-437	2009	Mitsubishi Outlander	JA4MS31X49Z009389	Fair
50.	TEB-513	2010	Ford Explorer	1FMEU7DE8AUA29499	Good

MOTORCYCLE REGISTER

VEHICLE NO.	YEAR	MAKE AND MODEL	SERIAL NUMBER	CONDITION
1. M-3042	2007	Honda Shadow Motorcycle	JH2RC50007M300109	Fair
2. M-3061	2007	Honda Shadow Motorcycle	JH2RC50047M301716	Fair

EXHIBIT 2
COST PROPOSAL FORMAT

Business Automobile Insurance

Business Auto Coverage

A.M. Best Rating: _____

Proposed Policy Term:

Limits:

Proposed Premium \$ _____

Bodily Injury \$ _____ Each person \$ _____ Each accident

Property Damage \$ _____ Each accident

Proposed Premium \$ _____

Medical Payments \$ _____ Each person \$ _____ Each accident

Deductibles:

Proposed Premium \$ _____ Comprehensive \$ _____

Proposed Premium \$ _____ Collision \$ _____

Coverage Highlights:

Coverage Limitations:

Subjectivities:

[If applicable, list any carrier conditions to bind coverage]

Commercial Property Insurance

Business Property Coverage

Insurance Company:

A.M. Best Rating: _____

Proposed Policy Term:

Limits:

\$ _____ Buildings

\$ _____ Business Personal Property

\$ _____ Fixtures, Improvements and Alterations

\$ _____ Commercial Inland Marine (Equipment Floater)

Deductibles:

\$ _____ Per Occurrence

Proposed Annual Premium: \$ _____

Coverage Highlights:

Coverage Limitations:

Subjectivities: [If applicable, list any carrier conditions to bind coverage]

Commercial General Liability Insurance

General Liability Coverage

Insurance Company:

A.M. Best Rating: _____

Proposed Policy Term:

Limits:

\$_____ General Aggregate

\$_____ Products & Completed Operations Aggregate

\$_____ Personal & Advertising Injury

\$_____ Each Occurrence

\$_____ Damage to Rented Premises (each occurrence)

\$_____ Medical Expense (any one person)

\$_____ Commercial Terrorism

\$_____ Fire Damage

\$_____ Bodily Injury Deductible Per Claim/Property Damage Per Claim

Proposed Annual Premium: \$_____

Coverage Highlights:

Coverage Limitations:

Subjectivities: [If applicable, list any carrier conditions to bind coverage]

**EXHIBIT 3
COMPANY PROFILE INFORMATION**

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable. Type or print only

(1) Legal Name of Firm: _____

(2) Doing Business under Other Company Name? _____

If yes, Name of Company: _____

(3) Headquarters Address: _____

(4) City, State, Zip Code: _____

(5) Web Site Address: _____

(6) Proposed Role: Prime Subcontractor/Sub-consultant Joint Venture Partner

Supplier or Other: _____

(7) Number of Years in Business: _____

(8) Total Number of Employees: _____

(9) Total Annual Revenues separated by last 3 full fiscal years: _____

(10) Major Products and/or Services Offered: _____

(11) Other Products and/or Services: _____

(12) Briefly describe your firm's strategy for providing service solutions for a client: _____

(13) Briefly describe your firm's experience in Property/Business Auto/Commercial Liability Insurance Brokerage Services for clients: _____



Judiciary of the Virgin Islands

CONTRACTOR REFERENCE PERFORMANCE REPORT

FOR: RFP No. 001/2017: INSURANCE SERVICES

NAME OF REFERENCE: _____ BUSINESS NAME: _____
 BUSINESS ADDRESS _____ CONTACT No. _____
 RESPONDENT'S SIGNATURE _____ FAX No. _____

Rate (as appropriate) on a scale of:	5	4	3	2	1
	Excellent	Good	Average	Below Average	Not-Applicable
Vendor's Performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to meet timelines and deadlines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vendor's personnel experience level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proactive Resolution of Problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vendor's attitude toward customer service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to employ standard tools/methods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timely Completion/Delivery of Contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality of Vendor's deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Description of Work Performed by Company: _____

Discuss significant obstacles, if any with the Company providing the required services and how those obstacles were overcome. Attach additional pages, as necessary: _____

Provide total dollar value of the contract. Was the project or contract on time and under budget? Please explain. _____

Would you use the Company again? Circle Yes or No. If Yes, what would you do differently? _____

 Print Reference's Name & Position Title

 Reference's Signature

 (Date) (mm/dd/yy)

 NOTARY PUBLIC

Subscribed and sworn before me this _____ day of

_____, 2016. My Commission expires:

EXHIBIT 5
SAMPLE PROFESSIONAL SERVICE CONTRACT

THIS AGREEMENT is made this _____ day of _____, 20 , in the Territory of the Virgin Islands, by and between the Judiciary of the U.S. Virgin Islands (hereinafter referred to as "Judiciary") and [Contractor] (hereinafter referred to as "Contractor")

WITNESSETH:

WHEREAS, the Judiciary is in need of the services of a Contractor to [SUMMARY SCOPE OF SERVICES], which duties and responsibilities are more particularly described in Addendum I (Scope of Work) attached hereto; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services;

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

The Contractor will provide the services described in Addendum I (Scope of Work) attached hereto and made a part of this contract.

2. TERM

This Contract shall commence upon the execution of this Contract by the Judiciary of the U.S. Virgin Islands and shall terminate [NUMBER OF DAYS] days thereafter.

3. COMPENSATION

The Judiciary, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Contractor the sum of [AMOUNT OF CONTRACT] [(\$)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Judiciary agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Judiciary. These costs shall

be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Judiciary, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

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 Judiciary 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 Judiciary.

8. LIABILITY OF OTHERS

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

9. ASSIGNMENT

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

10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Judiciary 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 Judiciary 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 Judiciary.

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.

12. GOVERNING LAW

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

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this Contract 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 waiver, 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 writing or writings.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, the Judiciary will have the right to withhold out of any payment due to Contractor, such sums as the Judiciary may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Judiciary may apply such sums in such manner as the Judiciary may deem proper to secure itself or to satisfy such claims. Judiciary 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 Judiciary if and while Contractor gives satisfactory assurance to the Judiciary that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

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

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on [#] days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Judiciary, in part, whenever the Judiciary 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 payment for services provided to the date of termination, including payment for the period of the [#] day notice.

19. 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, disability or national origin.

20. CONFLICT OF INTEREST

(a) Contractor covenants that it 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 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
- (ii) not made, negotiated or influenced this Contract, in its official capacity;
- (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Chief Justice.

22. 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:

JUDICIARY

Rhys S. Hodge
 Chief Justice
 Judiciary of the U.S. Virgin Islands
 No. 161B Subbase
 St. Thomas, U.S. Virgin Islands 00802

Regina Petersen
 Administrator of Courts
 Judiciary of the U.S. Virgin Islands
 No. 161B Subbase
 St. Thomas, U.S. Virgin Islands 00802

CONTRACTOR

[NAME]
 [TITLE]
 [NAME OF COMPANY]
 [PHYSICAL ADDRESS]
 [MAILING ADDRESS]
 [CITY, STATE, ZIP CODE]

23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. OTHER PROVISIONS

Addenda attached hereto are a part of this Contract and are incorporated herein by reference.

25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Judiciary of the Virgin Islands for any progress payments heretofore made.

26. FALSE CLAIMS

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

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

WITNESSES:

JUDICIARY OF THE U.S. VIRGIN ISLANDS

Rhys S. Hodge, Chief Justice

Date

Regina Petersen, Administrator of Courts

Date

CONTRACTOR

[NAME] [TITLE]

Date

[NAME OF COMPANY]

(Corporate seal, if Contractor is a corporation)

APPROVED:

APPROVED AS TO LEGAL SUFFICIENCY BY:

_____ Date _____

PURCHASE ORDER NO.

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of [CONTRACT NO] entered into between the Judiciary of the U.S. Virgin Islands and [COMPANY'S NAME].

EXHIBIT 6
AFFIDAVIT