



*First Judicial District of Pennsylvania
Procurement Unit
Philadelphia City Hall, Room 368
Philadelphia, Pennsylvania 19107
(215) 683-7940
(215) 683-7942 fax
<http://courts.phila.gov>*

Joseph H. Evers
Court Administrator

Marc Flood, Esquire
Deputy Court Administrator

May 11, 2018

Dear Prospective Vendor:

In accordance with the enclosed Request for Proposal ("RFP"), you are invited to submit a proposal for the First Judicial District of Pennsylvania's ("FJD's") Workstation and Other Office Furniture Project relative to the impending relocation of the FJD's Adult Probation and Parole Department ("APPD") and Pretrial Services Division ("PTS") to 714 Market Street, Philadelphia, Pennsylvania, and other FJD furniture replacement needs throughout its various facilities.

All proposals must be submitted in *five (5) copies to: FJD's Workstation and Other Furniture Project, First Judicial District of Pennsylvania, Procurement Unit, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107.*

Proposals must be received in a sealed envelope at the above address no later than **3:00 P.M., June 1, 2018**. Late proposals will not be considered regardless of the reason.

All questions should be directed, in writing, to Stephanie B. Rigterink, Esquire, Labor, Procurement and Litigation Attorney, Procurement Unit, First Judicial District of Pennsylvania, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107, Fax: (215)683-7942 or via email at stephanie.rigterink@courts.phila.gov. The deadline for vendors' questions is **3:00 p.m., May 21, 2018**. Answers to any questions raised will not be official until verified, in writing, by the issuing office.

We expect that evaluation of the proposals and selection of the Vendor will be completed as soon as possible; all Vendors will be notified.

Sincerely,

A handwritten signature in dark ink, appearing to read "Marc Flood".

Marc Flood, Esquire
Deputy Court Administrator

Enclosure: Request for Proposal

First Judicial District of the Commonwealth of Pennsylvania

Request for Proposal
For the
FJD's Workstation and Other Office Furniture
Project

May 11, 2018

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A. Background and Purpose

The First Judicial District of the Commonwealth of Pennsylvania (“FJD”) supervises approximately 50,000 offenders who have been released to the Community by the courts either via probation, parole, or pretrial supervision. The FJD is preparing for the relocation of Trial Division’s APPD and PTS operations from its present location at 1401 Arch Street, Philadelphia, to 714 Market Street, Philadelphia, PA. Upon occupancy, this new facility will provide offices, facilities, and incidental storage for all APPD and PTS personnel and support staff. The design of the architectural build-out, furniture, fixtures and equipment, and technology components of the building are not yet finalized however, build-out has begun and the projected occupancy is scheduled for January 1, 2019.

Accordingly, the FJD issues this RFP for qualified vendors to provide itemized bids for the provision of workstation furniture for above covering the projected four hundred ninety one (491) workstations and related offices and work spaces. These four hundred ninety one workstations and associated work spaces, as identified on the attached stacking plans (**Attachment 1**), are located in the basement, first, second, third, sixth and seventh floors of the facility. The workstation furniture shall be from a manufacturer that specializes in workstation furniture designed for the demands of a 24 hour a day, 7 days a week (24/7) operation environment **and must be fully installed in advance of the above stated occupancy.**

In conjunction with the above needs, the FJD is also entertaining a bulk furniture purchase and in coordination with this RFP, qualified vendors are also being requested to provide itemized bids for the provision of replacement chairs potentially for seven (7) other FJD occupied facilities. Attached for comparable and/or competitive reference purposes is a list of standard seating models purchased by the FJD over the past year as well as a list of the FJD’s present seating replacement needs being considered (**Attachment 2**).

Itemized proposals must include all labor, materials, and equipment to provide, install, configure, and test the workstations and chairs, and shall include training on the features and operation of the acquired furniture, as applicable. Utilization of any installation services shall be at the FJD’s discretion.

B. Scope of Task

This RFP contains instructions governing the proposals to be submitted and the material(s) to be included herein: a description of the services to be provided, requirements that must be met to be eligible for consideration, general evaluation criteria, and other requirements to be met by each proposal.

The FJD desires to engage a Vendor to provide quality, cost effective furniture solutions for Attachment 1’s designated locations within the 714 Market Street facility and Attachment 2’s seating needs. The Vendor shall include itemized costs in their proposal for all manufacturing, purchase, shipping, delivery and complete installation, regardless of whether the work is specifically described in the RFP Documents. In addition, the Vendor shall provide all personnel and equipment necessary to provide these services.

Product recommendations should include and Vendor shall provide:

- (a) furniture and seating that are ergonomically designed to meet the American National Standards Institute/Human Factors and Ergonomics Society's ANSI/HFES 100-2007, Human Factors Engineering of Computer Workstations Standards, and shall accommodate the 5th to 95th percentile of male and female users, and
- (b) Furniture and seating that is constructed of materials that have been proven durable in the 24/7 use environment, and
- (c) A complete set of color and finish samples, hard and soft coverings, with associated pricing, for selection of materials and finishes, and
- (d) The Vendor shall include/show all available textures and colors, as well as make recommendations regarding durability, and
- (e) All furniture, seating, and accessories shall be provided with a manufacturing warranty and an installation warranty. Each said warranty shall guarantee that the items shall be free from defects in material and workmanship, and
- (f) Vendor shall provide prices for 1-year, 3-year and 5-year maintenance plan options inclusive of the organization's name and complete contact information who will be responsible for providing maintenance to the FJD. Said response time(s) must occur during normal business hours (8 a.m. – 5 p.m. EST, Monday through Friday) and shall be fulfilled within 48 hours of notice.
- (g) Per Attachment 1, Vendor shall provide build-to and as-built drawings (record documents) showing physical placement of each item, detailed construction of the workstation furniture and a list of all components provided as part of the workstation furniture, and
- (h) The Vendor shall provide complete operations and maintenance manuals for the furniture, and provide a recommended list of spare parts and equipment to accommodate rapid repair of the furniture, and
- (i) The Vendor shall provide the manufacturer's operation, warranty registration materials and configuration manuals to the FJD, and
- (j) The Vendor shall test all installed equipment and systems upon completion of installation, and
- (k) The Vendor shall demonstrate proper operation of all equipment and devices to the FJD, as applicable, and
- (l) The Vendor shall demonstrate proper operations and adjustment of all doors, slides, articulating arms and all electrical and electronic elements of the furniture systems, as applicable, and
- (m) The Vendor shall provide training in the setup, connection and operation of all system components and equipment, as applicable, and
- (n) The Vendor can provide pricing for softly/gently used furniture as well as new furniture, as available.

As stated on the cover letter of this solicitation, any/all questions must be submitted to the FJD, in writing, after which an official Question and Answer ("Q&A") statement will be provided to all eligible vendors in sufficient time to allow ample time for finalizing your bid responses prior the RFP's deadline. Please be aware that no questions, nor answers, are considered official unless presented/addressed in writing per the formal Q&A.

C. Issuing Office

The FJD is the sole point of contact with regard to all procurement and contractual matters relating to the services described herein. The FJD is the only office authorized to change, modify, amend, alter or clarify the specifications, terms and conditions of this RFP. The FJD reserves the right to cancel this RFP at any time. All communications regarding this procurement must be in writing and addressed (via U.S. Mail, fax, or email) to:

First Judicial District of the Commonwealth of Pennsylvania
Procurement Office
Philadelphia City Hall, Room 368
Philadelphia, PA 19107
Attention: Attention: Stephanie B. Rigterink, Esquire
Labor, Procurement and Litigation Attorney
Fax Number: (215) 683-7942
Stephanie.rigterink@courts.phila.gov

D. Information Required from Vendor

Vendors' responses must be submitted in the format outlined below. To be considered, the proposal must respond to all the requirements of the RFP. *Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.*

1. Statement of the Problem

State in succinct terms your understanding of the problem presented or the services required by this RFP.

2. Work Plan

Describe in narrative form your technical plan for accomplishing the tasks required and provide examples or illustrations, where appropriate. Provide a timeline on which each task will be completed.

Vendors shall include a timeline for completion; including: (1) the date that the furniture will be available, (2) as well as the date that the furniture will be delivered/installed.

3. Personnel

Include the names, resumes and qualifications of executive, managerial and technical personnel who will be engaged in the project. Include their experience in the services to be provided, how long they have been with your business, and the responsibilities that they will have for the project. List references and similar projects requiring like experience and expertise in which specific personnel have been involved.

4. Cost and Related Information

This information is required to support the reasonableness of your proposal. The contract resulting from this procurement will be a firm, fixed price contract paid upon receipt, acceptance, and approval of invoice(s). Itemize all projected costs for both phases of this RFP, 714 Market Street workstation furniture vs. FJD Furniture Replacement needs.

Vendors shall include a price for the complete design, fabrication, delivery, installation, connection, configuration, testing of the systems defined in this RFP and its relative attachments, as well as training of personnel on the use of the items, as applicable. Vendors shall provide a line by line response, stating their concurrence with the requirements of this RFP and provide in their responses a description of any additional work necessary to complete the work of this project.

Respondents shall include all mobilization, labor, materials, supplies and equipment as required to complete the work.

Pricing shall be developed with the understanding that the 714 Market Street Workstation work per the resulting contract will be performed as a single project with all requisite work performed by a single Vendor.

Pricing may include softly/gently used furniture as well as new furniture.

E. Criteria for Selection

All responses from Vendors will be reviewed and evaluated by a Committee of personnel selected by the FJD. This Committee will recommend for selection the proposal that most closely satisfies the requirements of the RFP and the needs of the FJD.

1. Vendor's Qualifications

This refers to the ability of the Respondent to meet all of the terms of the RFP.

2. Personnel Qualifications

This refers to the competence of professional and technical personnel who would be assigned to the job by the Vendor. Qualifications of professional personnel will be measured by experience, with particular reference to experience on similar projects described in the RFP.

3. Understanding the Problem and Needs

This refers to the Vendor's understanding of the needs and/or problems generated by the project specified in the RFP, the objectives in asking for the services and the nature and scope of the work involved.

4. Cost

This factor will be weighted heavily but will not necessarily be the deciding factor in the selection process. Vendor shall include pricing for softly/gently used furniture as well as new furniture.

F. Additional Conditions Governing the Procurement Process

Vendors must be aware of the following additional conditions governing this procurement:

1. Rights Reserved

Upon determination that its best interests would be served, the FJD shall have the right to:

- ◆ Cancel the procurement at any time prior to the Contract award.
- ◆ Amend this solicitation at any time prior to bid closing time and date.
- ◆ Refuse to consider proposals which do not conform to solicitation requirements. One copy of any proposal which is returned as nonconforming will be retained by the FJD for documentation purposes.
- ◆ Require Vendors, at their expense, to submit written clarification of proposals in any manner or format that the FJD may require.
- ◆ Require that all proposals submitted in response to this solicitation, upon receipt by the FJD, become the property of the FJD.
- ◆ Invite Vendors, but not necessarily all, to make an oral presentation. The FJD further reserves the right to limit the number of Vendors invited to make such a presentation or demonstration.
- ◆ Allow no additions or changes to the original proposal after the due date specified herein, except as may affect all Vendors.

- ◆ Award in part or reject any and all proposals in whole or in part.
- ◆ Reject the proposal of any Vendor in default of any prior contract or for misrepresentation of experience presented.
- ◆ Request information in response to a "Best and Final" proposal from one or more Vendors.
- ◆ Allow a Vendor to remedy, in writing, any deficiency which is not material.

2. Conditions of Bidding and Instructions

The foregoing proposal is subject to the following conditions and instructions, all interpretations of which shall be at the sole discretion of the FJD.

a. Preparation of Proposals

- i. Proposals must be written in ink or typewritten, shall be signed and placed in a sealed envelope or carton. The proposal must be signed by the owner if a sole proprietor or by a general partner if the Vendor is a partnership. If the Vendor is a corporation, the proposal must be signed by the president or vice-president and attested to by the secretary, treasurer or assistant secretary or treasurer and must bear the corporate seal. A corporate Vendor, in the alternative, may execute a proposal other than by the formality set forth above, by signing such proposal by an officer, employee or agent having express authority by reason of a power of attorney identifying such officer or agent by name and title, which power of attorney shall bear the corporate seal and be attached to the proposal. A Vendor must indicate whether it is authorized to do business in Pennsylvania and document, if applicable, the place of incorporation.
- ii. Alterations or changes to any part of this proposal will be sufficient reason for rejection.
- iii. No proposal will be considered if not actually received at the designated office at the time specified in the proposal. Timely delivery shall be judged by the date of actual receipt.
- iv. To be considered, Vendor must submit a complete response. A proposal which is incomplete, obscure, conditional, unbalanced, containing additions not called for or irregularities of any kind including alterations or erasures, may be rejected as informal and void the response entirely.
- v. No proposal shall be withdrawn for 60 days from the date of the deadline specified for submission of proposals, except as otherwise provided herein. Vendors may be given permission to withdraw a proposal before opening upon receipt of written notification or by personal request of the Vendor, of which request must be submitted no later than forty-eight (48) hours before the time fixed for the opening and consideration of proposals.
- vi. No change in prices, terms and conditions will be considered after the deadline for submission of proposals.

b. Acceptance and Rejection of Proposals

- i. The FJD reserves the right to reject any and all proposals, to waive technical defects, and to accept or reject any part of any proposal if, in its judgment, the best interests of the FJD are not thereby served.
- ii. No award will be made to any Vendor who is in default of any bid, purchase order, or contract with the FJD or its components, prior to the date of the RFP under consideration.

- iii. All responses accepted by the FJD shall become binding contracts upon approval of contract as to form by the Legal Department of the FJD.
- c. **Surety for Proposals**

If required by the RFP, no proposal will be considered unless accompanied by a bond in favor of and payable to the FJD in a sum and form (such as bank cashier's, treasurer's or depositor's certified check) determined to be appropriate by the FJD. If a surety requirement is imposed, the security of the three (3) most qualified Vendors will be retained until the execution of the contract.
- d. **Penalty for Failure to Execute Contract**

Any Vendor not lawfully released from his or her proposal, who refuses to execute a contract or who refuses to furnish any required bonds and insurance, shall be liable to the FJD in the amount of the check deposited as security for his or her proposal as liquidated damages; or where the damages are readily ascertainable, such Vendor shall be liable for the actual loss or damage sustained because of the failure of the Vendor to enter into such contract.
- e. **Disadvantaged Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE)**

Disadvantaged Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE) as defined by the City of Philadelphia's Office of Economic Opportunity ("OEO") are encouraged to participate as prime proposers. Prime proposers who are not M/W/DSBEs are encouraged to identify and utilize M/W/DSBEs as subvendors. Vendors are requested to identify the amount of M/W/DSBE participation in this project by listing both dollar amount and percentage of total proposal.
- f. **Prevailing Wage**

Historically, the FJD does not require any vendor to hire/employ unionized personnel, however, the FJD does require the selected vendor to compensate any personnel and/or subcontractors performing the requisite services of this solicitation at the current prevailing wage levels for similar type work/services; wages, as used herein, shall include all fringe benefits. During the course of a subsequent agreement to this solicitation, any increases in pay granted to organized labor by employers shall also be paid to non-organized personnel doing similar work.
- g. **Nondiscrimination**

During the term of any subsequent contract resulting from this procurement, vendor agrees to the following:

 - i. Vendor shall not discriminate nor permit discrimination against any employee, applicant for employment, independent Vendor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability in the performance of this contract. Vendor shall comply with all federal and state laws prohibiting discrimination.
 - ii. Furthermore, pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act*, 28 C.F.R. and 35.101 *et seq.*, the Vendor understands and agrees that no individual with a disability shall, on the basis of such disability, be excluded from participation, in or from activities provided for, as a result of this procurement. As a condition of accepting and executing any contract, the Vendor agrees to comply with the "*General Prohibitions Against Discrimination*", 28 C.F.R. and 35.130, and all other regulations promulgated under

Title II of the Americans with Disabilities Act, which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside Vendors.

- iii. Vendor shall take steps to insure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability in the performance of any contract as a result of this procurement. Such nondiscrimination shall include, but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
- iv. Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability.
- v. Vendor shall include the provisions of this nondiscrimination clause in every subcontract pertaining to the performance of any contract as a result of this procurement, so that such provisions will be binding upon each subcontractor. In the event of a violation of subcontractors, Vendor shall promptly notify Marc Flood, Esquire, Deputy Court Administrator, First Judicial District of Pennsylvania, Procurement Unit, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107, in writing.
- vi. In the event of Vendor's noncompliance with the nondiscrimination clause of this RFP or with any such laws governing nondiscrimination, vendor shall take all steps necessary to come in compliance with this nondiscrimination clause. Further, in the event of Vendor's noncompliance with the nondiscrimination clause of any subsequent contract or with any such laws governing nondiscrimination, the contract may be terminated or suspended, in whole or in part, whereupon all obligations on the contract shall cease, save only the obligation to pay to Vendor the sums due for goods and services already provided prior to the date of termination. In the event of continued refusal by Vendor to comply with this nondiscrimination clause, Vendor may be declared temporarily ineligible for further FJD contracts, and other sanctions may be imposed and remedies invoked.
- vii. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Vendor has delegated some of its employment practices.
- viii. Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this nondiscrimination clause.
- ix. Vendor's obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually manufactured, produced, assembled or delivered.

- x. The Vendor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the City of Philadelphia, the FJD, and the AOPC, their officers, agents and employees, from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth, the City, the FJD, and the AOPC, their officers, agents and employees, as a result of the Vendor's failure to comply with the provisions of this nondiscrimination clause.

h. Qualifications to Do Business

The Vendor shall, within 5 days after receiving a letter of intent to award a Contract, provide an opinion letter from its legal counsel that the Vendor is qualified to do business in Pennsylvania and is not prohibited by articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under this Contract. This opinion letter will acknowledge that the FJD is relying on said opinion in awarding and executing the Contract.

i. Prohibition on Foreign Corporations

No contract will be awarded to a Vendor who is a foreign nation corporation or is operating under a fictitious or assumed name, unless the Vendor has compiled or has agreed to comply with the regulations governing proper registration under the laws of the State of Pennsylvania and the FJD.

If the Vendor is incorporated in some state other than the State of Pennsylvania, the Vendor shall provide documentation to establish that the corporation is registered to conduct business in Pennsylvania.

j. Rejection of Collusive Bids

Proposals received from any Vendors who engage in collusive bidding shall be summarily rejected. The terms and conditions of the Bid Anti-Rigging Act, the Act of 1983, October 28, P.L. 176, No 45; 73 P.S. 1611 et. seq. apply.

k. Rejection of Proposals

The FJD reserves the right to withdraw or cancel this RFP at its discretion at any time prior to execution of a contract to reject any or all proposals or to waive any minor or technical deviations as it may deem fit and proper. The successful Vendor's proposal will become part of the formal contract. All proposals will become the property of the FJD.

l. Incurring Costs

The FJD is not liable for any cost incurred by Vendor in the preparation and presentation of proposals. Total FJD liability is limited to the terms and conditions of the contract.

m. RFP Amendments

The FJD reserves the right to amend the RFP prior to the date for proposal submission.

n. Proposal Amendments and Rules for Withdrawal

Unless requested by the FJD, no amendments, revisions or alterations to proposals will be accepted after the proposal due date. After proposal due date, a submitted proposal may be withdrawn upon written request of the Vendor. In such instances, the bid bond, if required, may be forfeited upon the granting of such request.

Any submitted proposal shall remain valid for sixty (60) days after the proposal due date or until a contract is formally executed, whichever comes first.

o. Negotiation of Contract

Negotiations may be undertaken with the vendor(s) whose proposals satisfactorily identifies the requisite criteria for this project as stated in this RFP. All contracts shall be subject to standard governmental clauses as prescribed by the FJD. The FJD reserves the right to assign the contract to any person, office or entity as it deems appropriate or as ordered by the Supreme Court of Pennsylvania.

p. Anti-Bribery

The Vendors' response to this RFP certifies that the Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the FJD.

q. Offer of Gratuities

By submission of a proposal, the Vendor certifies that no gratuities of any type were either offered to or received by an elected or appointed official or employee of the FJD or its political subdivisions in connection with this procurement from the Vendor, the Vendor's agents or employees or subcontractors. Any contract arising from this RFP may be terminated by the FJD.

r. Restrictions on Contact with FJD Personnel

From the date of release of this RFP until such time as a contract is awarded, all contact with personnel employed by or contracted to the FJD is prohibited except as required by this RFP. Violation of these conditions is cause for the FJD to reject a Vendor's proposal or rescind any contract awarded pursuant to this RFP.

s. Restrictions on the Use of Former Judiciary Personnel

By submission of a proposal, the Vendor certifies that no person formerly employed by the Pennsylvania Judicial Branch on a full time basis within twelve (12) months immediately preceding the date of the release of this RFP had any involvement whatsoever in the preparation of the Vendor's proposal. For purposes of this subsection, a "full time basis" means providing services for a minimum of thirty-five (35) hours per week for a period of twelve (12) consecutive months, at least one (1) month of which fell within the twelve (12) months immediately prior to the date of the release of this RFP.

Furthermore, the Vendor certifies by the submission of the proposal that if the Vendor is awarded the Contract, after Contract execution, if any person described above should come into the employ of the Vendor, such person shall not be assigned to this project at any time during the contract period without prior written consent of the FJD.

Any violations of these certifications may, in the discretion of the FJD, be grounds to reject the proposal or terminate the contract.

t. Conflict of Interest

No member of the FJD or any elected or appointed official serving as a member of any committee formed to review or select a Vendor shall have more than a nominal financial interest in any Vendor or Vendors submitting proposals in response to this RFP.

All persons serving in the capacity of selection or review and evaluation staff shall sign a disclosure statement indicating any financial relationships, contractual or other professional agreements with Vendors who submit a proposal in response to this RFP.

u. News Releases

News releases pertaining to this RFP shall not be made without prior approval of the FJD and then only in coordination with the FJD.

v. Public Disclosure

As a general rule, the Court does not disclose any personally or professionally identifiable information collected or obtained through normal Court business practices and/or procedures except where permission has been obtained or where the information is classified as public information under the State of Pennsylvania's Right to Know Act (65 P.S. § 67.101 *et seq.*), Pennsylvania's General Assembly's Act 3 of 2008, or any other applicable laws. Any/all participating Parties should be aware that information collected or obtained by the Court through a solicitation and/or business relationship may be subject to examination and inspection if such information is a public record and not otherwise protected from disclosure. Furthermore, no public agency, official, employee, and/or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon the release of a public record if the public agency, official, employee, and/or custodian acted in good faith in attempting to comply with the provisions of said Acts and/or applicable laws.

w. Insurance

Consultant shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the services required under this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and acceptable to the Court. All insurance required herein, except the Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. If Consultant fails to obtain or maintain the required insurance, the Court shall have the right to treat such failure as a breach of contract and to exercise all appropriate rights and remedies. The insurance shall provide for at least thirty (30) days prior written notice to be given to the Court in the event coverage is materially changed, cancelled or non-renewed. The Court, its officers, employees and agents, are to be named as additional insureds on the General Liability Insurance policy. Also, an endorsement is required stating that the coverage afforded the Court, its officers, employees and agents, as additional insureds will be primary to any coverage available:

a. WORKERS COMPENSATION / EMPLOYER LIABILITY

i. Workers Compensation: Statutory limits

ii. Employer Liability:

\$250,000 each Accident-Bodily Injury by Accident;

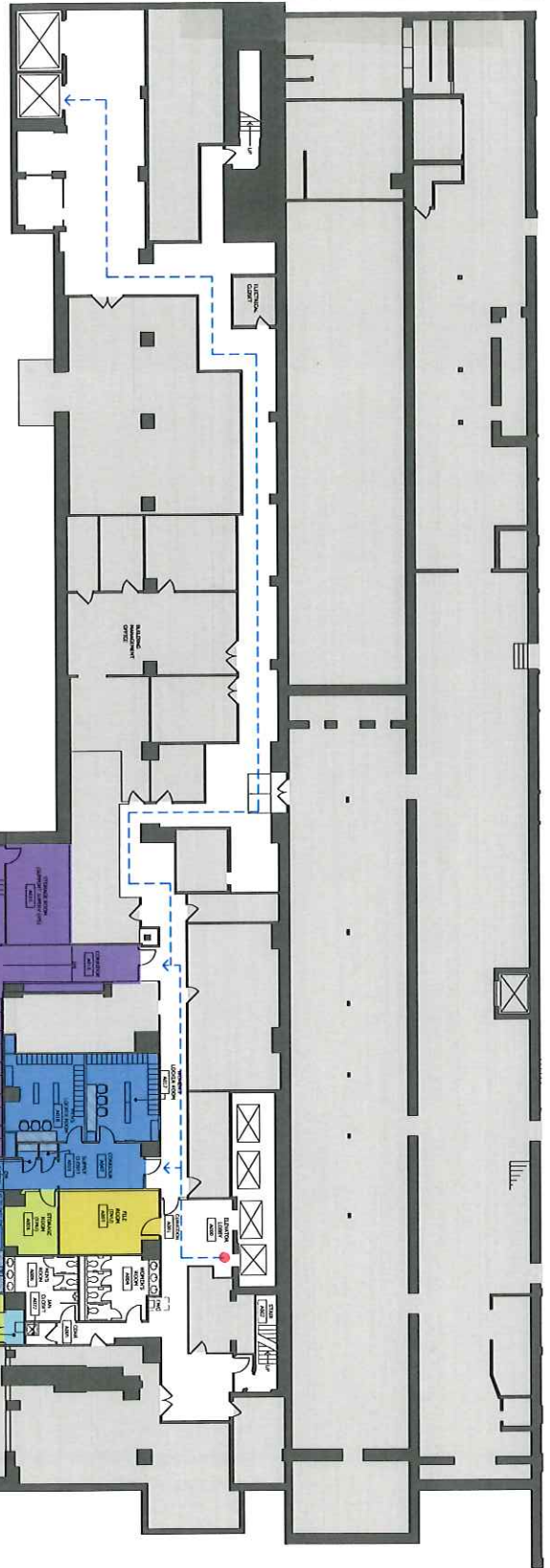
\$250,000 Each Employer-Bodily Injury by Disease, and \$500,000 Policy Limit-Bodily Injury by Disease.

- iii. Other States insurance including Pennsylvania
- b. GENERAL LIABILITY INSURANCE
 - i. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.
 - ii. Coverage: Premises operations; blanket contractual Liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).
- c. AUTOMOBILE LIABILITY
 - i. Limit of Liability; \$1,000,000 per occurrence Combined single limit for bodily injury (including death) and property damage liability.
 - ii. Coverage: Owned, non-owned and hired vehicles.
- d. PROFESSIONAL LIABILITY INSURANCE
 - i. Limit of Liability: \$1, 000,000 with a deductible not to exceed \$10,000.
 - ii. Coverage: Errors and omissions including liability assumed under contract.
 - iii. Coverage for occurrences happening during the performance of the services required under this Agreement shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the services.

Certificates of insurance evidencing the required coverage shall be submitted to the Court. Under no circumstances shall Consultant actually begin work (or continue work) without providing the required evidence of insurance immediately upon execution of this Agreement. The insurance requirements set forth herein are not intended, and shall not be construed, to modify, limit or reduce the indemnifications made in this Agreement to the limits of the policies of insurance required to be maintained by Consultant hereunder.

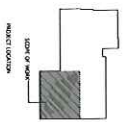
Attachment 1

1 Basement Furniture Plan (For Reference Only)
Unit = 1'x1'

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LEGEND

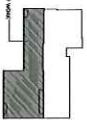
Department / Unit	1st Floor	2nd Floor	3rd Floor	6th Floor	7th Floor	Travel Path
Basement						
Storage						
Anti-Violence Division (High Risk)	Warrant Unit	Specialized Supervision Division (High Risk)	Presentence (PS) (Low Risk)	Administration (Low Risk)	Supervision (Pre-Trial)	Travel Path
1st Floor						→ Parole Violation
Storage Room						
Electronic Monitoring Unit (EMU)	Administrative Supervision Division (Low Risk)	Mental Health Supervision (High Risk)	Supervision Support Division (Operations) (Low Risk)	Assignment Ops (Pre-Trial)		→ Employees Entry
2nd Floor						
Records Supervision Support Division (Operations) (Low Risk)	Shared Support Spaces	General Supervision Division (Moderate Risk)	Shared Support Spaces			
3rd Floor						
File Room	Accounting Department (Pre-Trial)	MIS (IDP)	MIS (IDP)	MIS (IDP)	Shared Support Spaces	→ Client Entry
4th Floor						
Data Verification Unit (DVU)	Probation & Parole (EMU)	NIC	NIC		MIS	
5th Floor						
Shared Support Spaces						
MIS (IDP)	Anti-Violence (High Risk)					
MIS (IDP)						
NIC						

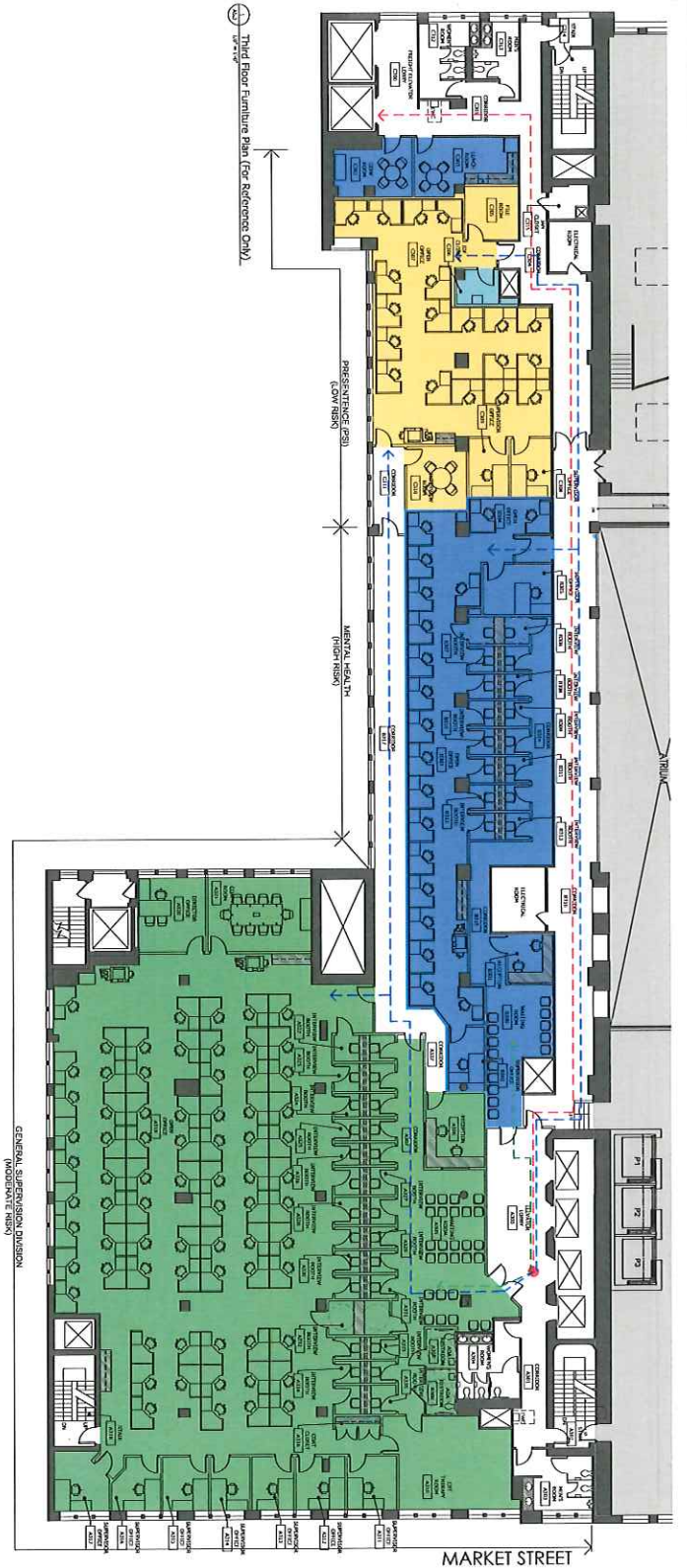




PROGRAM SUMMARY

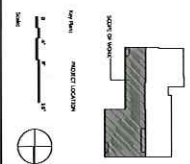
Wills (1997)

MIS (IDF)1

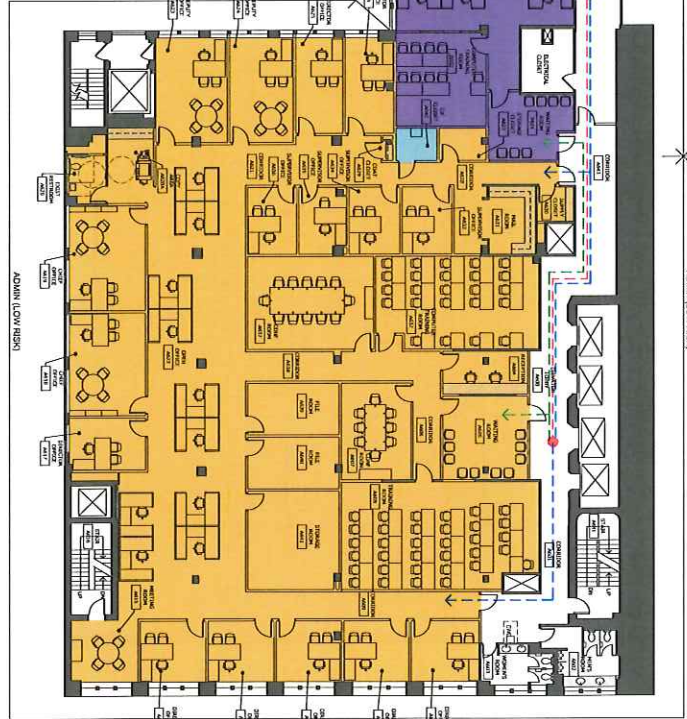
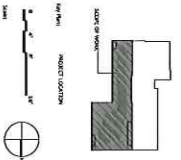
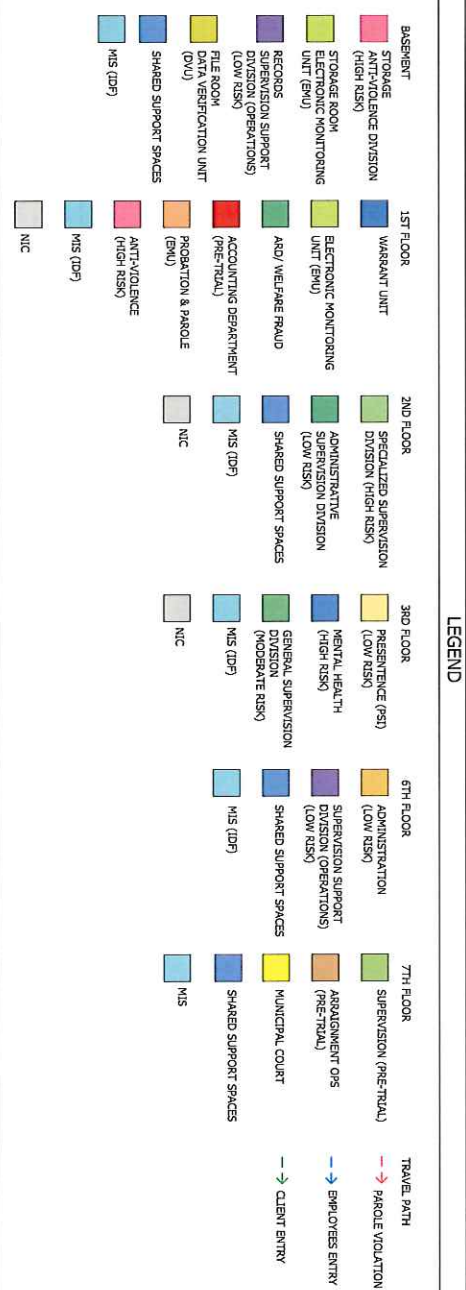


PROGRAM SUMMARY

AREA	NO.	PROGRAM	NO.	NO.
STORAGE ROOM (HIGH RISK)	1	STORAGE ROOM (HIGH RISK)	1	1
ANTI-VIOLENCE DIVISION (LOW RISK)	1	ANTI-VIOLENCE DIVISION (LOW RISK)	1	1
RECORDS	1	RECORDS	1	1
SUPERVISION SUPPORT DIVISION (LOW RISK)	1	SUPERVISION SUPPORT DIVISION (LOW RISK)	1	1
FILE ROOM (DVU)	1	FILE ROOM (DVU)	1	1
DATA VERIFICATION UNIT (DVU)	1	DATA VERIFICATION UNIT (DVU)	1	1
SHARED SUPPORT SPACES	1	SHARED SUPPORT SPACES	1	1
MIS (DPF)	1	MIS (DPF)	1	1
NIC	1	NIC	1	1
WARDEN UNIT	1	WARDEN UNIT	1	1
ELECTRONIC MONITORING UNIT (EMU)	1	ELECTRONIC MONITORING UNIT (EMU)	1	1
ADJ. WELFARE FRAUD	1	ADJ. WELFARE FRAUD	1	1
ACCOUNTING DEPARTMENT (PRE-TRIAL)	1	ACCOUNTING DEPARTMENT (PRE-TRIAL)	1	1
PROBATION & PAROLE (EMU)	1	PROBATION & PAROLE (EMU)	1	1
ANTI-VIOLENCE (HIGH RISK)	1	ANTI-VIOLENCE (HIGH RISK)	1	1
MIS (DPF)	1	MIS (DPF)	1	1
NIC	1	NIC	1	1
SPECIALIZED SUPERVISION DIVISION (HIGH RISK)	1	SPECIALIZED SUPERVISION DIVISION (HIGH RISK)	1	1
ADMINISTRATIVE SUPERVISION DIVISION (LOW RISK)	1	ADMINISTRATIVE SUPERVISION DIVISION (LOW RISK)	1	1
GENERAL SUPERVISION DIVISION (MODERATE RISK)	1	GENERAL SUPERVISION DIVISION (MODERATE RISK)	1	1
MIS (DPF)	1	MIS (DPF)	1	1
NIC	1	NIC	1	1
PRESENTENCE (PS)	1	PRESENTENCE (PS)	1	1
MENTAL HEALTH (LOW RISK)	1	MENTAL HEALTH (LOW RISK)	1	1
GENERAL SUPERVISION DIVISION (MODERATE RISK)	1	GENERAL SUPERVISION DIVISION (MODERATE RISK)	1	1
MIS (DPF)	1	MIS (DPF)	1	1
NIC	1	NIC	1	1
ADMINISTRATION (LOW RISK)	1	ADMINISTRATION (LOW RISK)	1	1
SUPERVISION SUPPORT DIVISION (LOW RISK)	1	SUPERVISION SUPPORT DIVISION (LOW RISK)	1	1
SHARED SUPPORT SPACES	1	SHARED SUPPORT SPACES	1	1
MIS (DPF)	1	MIS (DPF)	1	1
MIS	1	MIS	1	1
SUPERVISION (PRE-TRIAL)	1	SUPERVISION (PRE-TRIAL)	1	1
ARRANGEMENT OPS (PRE-TRIAL)	1	ARRANGEMENT OPS (PRE-TRIAL)	1	1
MUNICIPAL COURT	1	MUNICIPAL COURT	1	1
SHARED SUPPORT SPACES	1	SHARED SUPPORT SPACES	1	1
MIS	1	MIS	1	1



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SUPERVISION (PRE-TRIAL)

 ASAP® on-line

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LEGEND									
BASHPENT	1ST FLOOR	2ND FLOOR	3RD FLOOR	6TH FLOOR	7TH FLOOR	TRAVEL PATH			
STORAGE ANTI-VIOLENCE DIVISION (HIGH RISK)	WARRANT UNIT	SPECIALIZED SUPERVISION DIVISION (HIGH RISK)	PRESBYTERIAN (PS) (LOW RISK)	ADMINISTRATION (LOW RISK)	SUPERVISION (PRE-TRIAL)	→ PAROLE VIOLATION			
STORAGE ROOM ELECTRONIC MONITORING UNIT (EMU)	ELECTRONIC MONITORING UNIT (EMU)	ADMINISTRATIVE SUPERVISION DIVISION (LOW RISK)	MENTAL HEALTH (HIGH RISK)	SUPERVISION SUPPORT DIVISION (OPERATIONS) (LOW RISK)	ARRANGEMENT OPS (PRE-TRIAL)	→ EMPLOYEES ENTRY			
RECORDS SUPERVISION SUPPORT DIVISION (OPERATIONS) (LOW RISK)	ADJ. VIOLENCE RAUD	SHARED SUPPORT SPACES	GENERAL SUPERVISION DIVISION (MODERATE RISK)	SHARED SUPPORT SPACES	MUNICIPAL COURT	→ CLIENT ENTRY			
FILE ROOM DATA VERIFICATION UNIT (DVU)	ACCOUNTING DEPARTMENT (PRE-TRIAL)	MIS (DPF)	MIS (DPF)	MIS (DPF)	SHARED SUPPORT SPACES				
SHARED SUPPORT SPACES	PROBATION & PAROLE (PMU)	NIC	NIC						
MIS (DPF)	ANTI-VIOLENCE (HIGH RISK)				MIS				
	MIS (DPF)								
	NIC								



FJD Seating Standards (2017-2018)				
Model	Arms	Leather	Mesh back	Manufacturer #
Office Start mesh back visitors chair	X	Y	X	1883305
Office Start Professional latte airgrid back visitors chair	X	Y	X	55Y38V30
Boss office Mesh Guest Chair	X	Y	X	B6909YBK
Office Start Air Grid visitors chairs	X	Y	X	5505
Staples Esler Mesh guest chair	X	Y	X	28355RCC
Flash Furniture MidYBack Black Mesh Task Chair	X	Y	X	WAY3074YBKAYGG
Staples Carder Task Chair	X	X	X	24115CC
Staples Osgood HighYback managers's chair	X	X	Y	21076
Staples Telford II managers chairs midYback	X	X	Y	24799CC
Amazon Basics MidYBack Mesh Chair	X	Y	X	HL002565
Mesh Task Office Chair with Flip Up Arms	X	Y	X	RTAY8050YBK
Flash Furniture HERCULES Series Big & Tall 400 lb.	X	X	Y	B006VXR5FI
Office Star Deluxe High Back Traditional Executive Chair	X	X	Y	B0017LVN4S
		X - Yes		
		Y - No		
FJD's Other Office Furniture Needs (Potential Replacement Project)				
Department / Description	Wish List		Immediate Need	
Trial Division's Office of Judicial Records, Criminal Division / desk chair with arms	161		67	
Trial Division's Office of Judicial Records, Civil Division / desk chair with arms			46	
Court Administration's Court Reporters' Administration / desk chair with arms			10	
Court Administration's Court Reporters' Administration / reception area visitor chairs			4	
Court Administration's Court Reporters' Administration / reception area sofa			1	
Court Administration's Court Reporters' Administration / Workstations	79	TBD / if later elected during this solicitation process, the FJD will provide layout documentation prior to submission of proposals and allow sufficient time to adequately finalize a bid response to this supplemental item		