



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

*Marc Flood, Esquire  
Deputy Court Administrator*

June 27, 2018

Dear Prospective Vendor:

You are invited to submit a proposal for Electronic Tracking Services and Equipment in accordance with the enclosed Request for Proposal (RFP).

All proposals must be submitted in *five (5) copies to: Electronic Tracking Services and Equipment Family Court Division, 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. July, 25, 2018**. Late proposals will not be considered regardless of the reason.

All questions should be directed, in writing, to Stephanie B. Rigterink, Esq., Procurement, First Judicial District of Pennsylvania, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107, Fax: (215)683-7942 or email: [stephanie.rigterink@courts.phila.gov](mailto:stephanie.rigterink@courts.phila.gov). The deadline for vendors' questions is *3:00 p.m., July 11, 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 cursive script, appearing to read "Marc Flood".

Marc Flood Esquire  
Deputy Court Administrator

Enclosure: Request for Proposal

**Request for Proposal**  
for  
**Professional Services Contract**  
for  
**Electronic Tracking Services & Equipment**  
**Family Court Division**

Procurement Unit

June 27, 2018

# TABLE OF CONTENTS

A.	Background .....	Page 1
B.	Scope of Task.....	Page 1
C.	Additional Requirements .....	Page 1
D.	Issuing Office.....	Page 1
E.	Information Required from Vendor .....	Page 1
	1. Statement of the Problem.....	Page 1
	2. Work Plan .....	Page 1
	3. Personnel & Equipment.....	Page 1
	4. Fee and Related Information.....	Page 2
F.	Criteria for Selection.....	Page 2
	1. Vendor's Qualifications .....	Page 2
	2. Fee.....	Page 2
	3. Personnel Qualifications .....	Page 2
	4. Understanding the Problem and Needs.....	Page 2
G.	Additional Conditions Governing the Procurement Process.....	Page 2
	1. Rights Reserved .....	Page 2
	2. Conditions of Bidding and Instructions .....	Page 3
	a. Preparation of Proposals .....	Page 3
	b. Acceptance and Rejection of Proposals.....	Page 4
	c. Surety for Proposals.....	Page 4
	d. Penalty for Failure to Execute Contract.....	Page 4
	e. Disadvantaged Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE) .....	Page 4
	f. Nondiscrimination .....	Page 4
	g. Prevailing Wage.....	Page 6
	h. Qualifications to Do Business.....	Page 6
	i. Prohibition on Foreign Corporations .....	Page 6
	j. Rejection of Collusive Bids .....	Page 7
	k. Rejection of Proposals .....	Page 7
	l. Incurring Costs.....	Page 7
	m. RFP Amendments.....	Page 7
	n. Proposal Amendments and Rules for Withdrawal.....	Page 7
	o. Negotiation of Contract .....	Page 7
	p. Anti-Bribery.....	Page 7
	q. Offer of Gratuities.....	Page 7
	r. Restrictions on Contact with FJD Personnel .....	Page 7
	s. Restrictions on the Use of Former Judiciary Personnel.....	Page 8
	t. Conflict of Interest.....	Page 8
	u. News Releases .....	Page 8
	v. Public Disclosure .....	Page 8
	w. Indemnification.....	Page 9
	x. Insurance .....	Page 9
	y. Indebtedness .....	Page 10

**A. Background**

The First Judicial District of the Commonwealth of Pennsylvania (“FJD”) through its Juvenile Probation Department supervises juvenile offenders who have been released to the community by the courts on probation. The FJD is issuing this Request for Proposal to seek a Vendor to provide electronic tracking services and equipment. Global Positioning System (“GPS”) supervision provides youth an alternative to detention or placement, while remaining safely within their communities, as they are encouraged to comply with court ordered requirements. The FJD’s Juvenile Probation Department uses GPS tracking devices in the daily Juvenile Probation process, including: Evening Reporting Centers, Focused Deterrence Police Initiative, Juvenile Treatment Court, Sanctions Court, Youth Violence Reducation Partnership, and Dependency as well as Delinquency Court. The FJD desires to lease approximately 260-275 units to support the above programs on a daily basis. The selected Vendor must work in collaboration with the FJD under the current vendor contract for electronic monitoring throughout the transition phase from the current system to the new system. The FJD seeks to provide an intensive level of supervision while still keeping the youth accountable for their daily whereabouts and activities.

**B. Scope of Task**

The FJD desires to engage a Vendor to provide Electronic Tracking Services and Equipment. Vendor(s) are to provide a written response to all items in Section B- Scope of Task. Services include, but are not limited to the following:

**1. General Requirements**

- The Vendor must have a minimum of two (2) years’ experience providing electronic tracking services and equipment; must have tracked a minimum of 1,000 units on a daily basis during the past two years; and, must currently be in the business of electronic tracking. **The Vendor must provide the average number of units monitored daily during the two-year reporting period.**
- All equipment provided by the Vendor(s) must be new or refurbished and of the latest model at contract award.
- All equipment provided by the Vendor(s) will be leased by the FJD.
- The Vendor(s) must provide all necessary equipment components of the monitoring system and ensure proper functioning.
- The Vendor(s) must provide all tools and hardware required for the installation, adjustment, and removal of Contractor provided equipment.
- The Vendor(s) must provide the FJD with a single point of contact who will be responsible for the contracted equipment and equipment related services.
- For all orders for systems, equipment, or services a reasonable schedule for delivery, installation, training, etc. must be established with the FJD. If the successful Vendor(s) is not the incumbent, the Vendor(s) shall be responsible for making the transition from the system under the current contract to the new system. This transition will include: (1) coordination with the existing Vendor on the date and time of the changeover to the new system; and (2) initial data entry of identification and curfew information for all subjects being monitored at the time of the transition.
- The Vendor(s) must allow the FJD to make unlimited copies of any documents

determined to be necessary for use by the division personnel implementing Electronic Tracking.

- All equipment proposed for use under this contract must be Federal Communications Commission (FCC) certified. The Vendor(s) must provide the applicable FCC number(s).
- Vendor(s) must provide original equipment manufacturer (OEM) information for all equipment proposed for use under the contract.
- Vendor(s) must disclose any recalls or patent disputes (pending or closed) within the previous five (5) years for all equipment proposed for use.
- Vendor(s) must detail any quality standards met by the equipment or the original equipment manufacturer (e.g., International Organization for Standardization [ISO], military standards).
- Accessory equipment (e.g. personal digital assistants, mobile tracking devices, multi-chargers, landline attachments, car chargers) that enhances and/or complements the use of the specific electronic monitoring equipment may also be presented for consideration. Any additional accessories offered by the Vendor must be described in detail (with pricing) on a separate page and attached to the Vendor's proposal.
- The Vendor must provide an off-premises (at a Vendor-maintained facility) central monitoring server station.

## **2. System Specifications**

**Vendor system must, at a minimum, meet the following specifications:**

- Real-Time Tracking Capabilities
- Ability to track youth in both optimal conditions as well as the most unfavorable conditions
- Active GPS tracking that includes five (5) minute tracking and reporting of data every five (5) minutes; with the capabilities of providing one (1) minute tracking and reporting of data every one (1) minute if needed. Alarms reported when they occur.
- Secondary location tracking via cellular technology when GPS is unavailable.
- Cloud based system that allows access to system from remote locations
- Customizable software
- Ability to create detailed and extensive profiles for youth that can be archived and retrieved in recidivist cases
- Interactive mapping that allows for filters, time lines, crime mapping etc.
- Ability to enter in a numerous amount of schedules and zones for youth to ensure compliance with court orders, schools, programs, restrictive zones etc.
  - Can enter up to 250 inclusion/exclusion zones
- Memory storage on device of at least 15 days if cellular communication is unavailable. Device must immediately transmit all stored data to Vendor system once cellular communication is available.
- Data analytics software that provides automatic analysis of places visited by the youth

and overall patterns of activity.

**3. GPS Device Specifications:**

**Vendor GPS device must, at a minimum, meet the following specifications:**

- One-piece GPS device
- Tamper resistant design – please describe tamper detection technology
- Strap that utilizes fiber-optic technology for tamper detection and generates an immediate alarm when cut or compromised
- Alternative strap designed to be highly cut-resistant to be utilized for high-risk youth in lieu of the standard strap. This alternative should include an encased steel band to make it highly cut-resistant; as well as fiber-optic technology for tamper detection that generates an immediate alarm when cut or compromised.
- On-board siren that can be activated via the monitoring software by authorized FJD staff or the Vendor's monitoring center
- Two/three-way live voice communication capability at any time between the Vendor's Monitoring Center personnel, FJD staff and the youth. All calls to/from the device must be digitally recorded capability and available to FJD upon request
- Waterproof to 20 feet depth (IP68-certified)
- Battery operation time on full charge of 50+ hours

**4. Additional Services**

**Vendor must, at a minimum, provide the following additional services:**

- Monitoring Center staffed with live operators 24/7/365, with bi-lingual capabilities
- Customer service as necessary to provide assistance to and to update the FJD on any changes or updates to the equipment, monitoring services and overall operation of the monitoring system with respect to the equipment and accessories which may affect the FJD's use thereof.
- Analysis and presentation of customizable outcomes
- Education training events for FJD staff at Vendor's site
- Shelf stock of 20% of total active devices, at no charge, until activated on a youth
- 10% Lost/Stolen/Damage device allowance, at no charge, based upon average active daily count and calculated monthly
- Employs Full-Time and Part-Time Personnel at two locations
  - The FJD's current vendor provides a part-time technician assigned to the Philadelphia Juvenile Justice Center and a full time technician assigned to the Juvenile Probation Department. The FJD is seeking a vendor who shall continue to assign staff at these locations.

**5. Vendor Supplied Equipment: Repair/Maintenance/Replacement**

- The Vendor(s) must, at no additional cost to the FJD, maintain all equipment or software provided under this procurement and repairs or replaces any malfunctioning equipment or software. The Vendor(s) must pay the costs for shipping equipment to or from the Vendor(s) repair facility for the duration of the contract.

- In the event that any of the equipment provided under this procurement is lost, stolen, or damaged while under the control of the Vendor or the FJD, the Vendor(s), at no additional cost to the FJD, must provide a replacement component or components within twenty-four (24) hours of notification by the FJD.
- The vendor must provide a toll free, 24/7/365 accessible telephone number for use by FJD personnel to contact Vendor customer and technical support to troubleshoot malfunctions and discuss other issues relating to the operation of the monitoring equipment and system.
- The Vendor(s) must maintain a turnaround time of five (5) workdays (pickup to return delivery) from the date of faxed or emailed notification for serviced equipment. Vendor(s) must not wait to receive returned equipment before shipping the replacement items specified in the email/fax notification.
- The Vendor(s) must include replacement supplies (ie: straps, clips, replacement batteries, etc).

#### **6. Vendor Supplied Training**

- The Vendor(s) must provide on-site training for FJD personnel sufficient to ensure proficiency in the operation of the central monitoring station hardware and software
- The Vendor(s) must provide on-site training to FJD personnel sufficient to ensure proficiency in the installation and operation all electronic tracking equipment.
- The Vendor(s) must provide on-site formal refresher training to ensure proficiency in the installation and operation of all tracking equipment for newly assigned staff at no additional cost to the FJD at least once every six (6) months.
- The Vendor(s) must provide on-site formal training for FJD personnel sufficient to ensure proficiency in the inventory of equipment, software, and hardware; equipment return; and ordering procedures.
- The Vendor(s) must provide on-site formal training for FJD personnel sufficient to ensure proficiency in billing procedures.
- The Vendor(s) must provide, in paper and electronic form, a complete set of the user manuals/white papers for all equipment and software used for electronic tracking.

#### **7. Personnel**

- Vendor personnel assigned to this project must submit to a fingerprint-based criminal record check prior to commencing work on this contract. Any record check that reveals a criminal history for the individual must be submitted to the FJD for review. The FJD reserves the right to disapprove for work on this contract any individual with a criminal record.
- The Vendor must agree that if any assigned staff is arrested while working on an FJD project, the Vendor will notify the FJD. The FJD reserves the right to disapprove for continued work on this contract any individual with a criminal record.
- The FJD reserves the right to review and inspect all work performed by the Vendor's personnel.

- All travel expenses for Vendor's personnel are the responsibility of the Vendor.

**8. Conditions for Subcontracting and Approvals**

- The Vendor may not subcontract any portion of the services provided under this contract without obtaining the prior written approval of the Contract Manager, which is approval the FJD may withhold or condition in its sole and absolute discretion.
- The Vendor may not assign this contract, or any of its rights or obligations hereunder, without obtaining the prior written approval of the FJD, which approval the FJD may withhold or condition in its sole and absolute discretion.
- Any such subcontract or assignment shall include all the terms of the contract and any other terms and conditions that the FJD deems necessary to protect its interests. The FJD shall not be responsible for the fulfillment of the Vendor's obligations to the subcontractors, and the Vendor will hold the FJD harmless for any claims made by subcontractors against the FJD or its personnel.

**9. Security Requirements**

- The Vendor must comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology projects, which may be created or changed periodically.
- The Vendor must adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards, and guidelines affecting project execution.

**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. With exception to transmittal of questions as noted on the cover letter, **all other communications regarding this procurement must be in writing (via U.S. Mail or facsimile) and addressed to:**

First Judicial District of Pennsylvania  
Procurement Unit  
Philadelphia City Hall, Room 368  
Philadelphia, Pennsylvania 19107  
Attention: Marc Flood, Esquire, Deputy Court Administrator  
Fax Number: 215-683-7942

**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.

**3. Personnel & Equipment**

Include the names, bios and qualifications of executive, managerial, technical, and service



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.

**a. Employee Criminal Records**

Prior to execution of an agreement, the selected Vendor shall conduct an independent investigation to determine whether any proposed personnel have a criminal record or is charged or indicted with any criminal offense. Such independent investigation shall include making a direct inquiry of such current and prospective personnel and reviewing all reasonably available public records. Vendor shall provide the results of its investigation to the FJD before any current or prospective employee commences services in coordination with any subsequent contract. Vendor agrees that it shall not permit any personnel with a criminal record or who is charged or indicted with a criminal offense to perform services pursuant to any subsequent agreement.

**4. Fee and Related Information**

Fee information is required to support the reasonableness of your proposal. Vendors shall provide pricing options (monthly vs daily active/inactive, insurance cost)

**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 Vendor to meet all the terms of the RFP.

**2. Fee**

This factor will be weighted heavily but will not necessarily be the deciding factor in the selection process.

**3. 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.

**4. 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.

**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 of 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 sixty (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. 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)**

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 in any / all FJD solicitations as prime proposers. Prime proposers who are not M/W/DSBEs are encouraged to utilize M/W/DSBEs as sub-vendors whenever possible. In doing so, proposals / bids should identify your organization's intended amount of M/W/DSBE participation in the project by listing both dollar amount and its reflective percentage of the total proposal.

**f. Nondiscrimination**

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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 Administrative Office of Pennsylvania Courts (“AOPC”) contracts, and other sanctions may be imposed and remedies invoked.

7. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Vendor has delegated some of its employment practices.
8. 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.
9. 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.
10. 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.

**g. 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.

**h. Qualifications to Do Business**

The Vendor shall, within five (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.* applies.

**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' responses to this RFP certify 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. Indemnification**

The selected vendor shall indemnify, defend and hold harmless the Court from and against any and all losses, costs (including litigation costs and counsel fees), claims, suits, actions, damages, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property occasioned wholly or in part by Vendor's act or omission or the act or omission of Vendor's agents, subcontractors, employees, or servants pursuant to this procurement.

**x. Insurance**

The selected vendor, upon full execution of an agreement, shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the services required under this procurement, 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 Vendor 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 a 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, their 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, their officers, employees and agents, as additional insureds will be primary to any coverage available to them:

(a) WORKERS COMPENSATION EMPLOYERS LIABILITY

- (1) Workers Compensation: Statutory limits
- (2) Employers Liability: \$100,000 each  
Accident-Bodily Injury by Accident:  
\$100,000 Each Employer-Bodily Injury by Disease;  
and \$500,000 Policy Limit-Bodily Injury by Disease.
- (3) Other States insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

- (1) 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.



- (2) 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
  - (1) Limit of Liability; \$1,000,000 per occurrence Combined single limit for bodily injury (including death) and property damage liability.
  - (2) Coverage: Owned, non-owned and hired vehicles.
- (d) PROFESSIONAL LIABILITY INSURANCE
  - (1) Limit of Liability: \$1, 000,000 with a deductible not to exceed \$10,000.
  - (2) Coverage: Errors and omissions including liability assumed under contract.
  - (3) 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 coverages shall be submitted to the Court at least ten (10) days before work is begun and at least (10) days before each renewal date. The ten (10) day requirement for advance documentation of coverage may be waived in situations where such waiver will benefit the Court, but under no circumstances shall Vendor actually begin work (or continue work, in the case of renewal) without providing the required evidence of insurance. The Court reserves the right to require vendor to furnish certified copies of the original policies of all insurance required under this procurement at any time upon ten (10) days prior written notice to Vendor. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this procurement to the limits of the policies of insurance required to be maintained by Vendor hereunder.

**y. Indebtedness**

- (a) If selected, Vendor will be required to certify and represent that they are not currently indebted to the City of Philadelphia and will not at any time during the term of this procurement (including any extensions or renewals thereof) be indebted to the City for, or on account of, any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any rights or remedies available to the City at law or in equity, Vendor acknowledges that any breach or failure to conform to this certification may, at the option of the Court, result in the withholding of payments otherwise due to Vendor and , if such breach or failure is not resolved to the City’s satisfaction within a reasonable

time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of an Agreement for default (in which case Vendor shall be liable for all excess costs and other damages resulting from the termination).

- (b) Vendor, and any entities under common control with Vendor or controlled by Vendor, are not currently indebted to the City, and will not, at any time during the term of this procurement (including any additional terms) be indebted to the City for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Vendor shall remain current during the term this procurement with all such payments and shall inform the Court in writing of Vendor's receipt of any notices of delinquent payments within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Vendor acknowledges that any breach or failure to conform to this representation and covenant may, at the option of the Court, result in withholding of payments otherwise due to Vendor and, if such breach or failure is not resolved in the City's satisfaction within reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of the Contract for default (in which case Vendor shall be liable for all excess costs and other damages resulting from the termination). In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa. C.S.A. Sec. 4904.