



**First Judicial District of Pennsylvania
Procurement Unit
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Philadelphia, Pennsylvania 19107
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*Marc Flood, Esquire
Deputy Court Administrator*

December 11, 2015

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, 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. Friday, January 15, 2016.** 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. The deadline for vendors' questions is 3:00 p.m., *Tuesday, January 5, 2016.* 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 that reads "Marc Flood".

Marc Flood Esquire
Deputy Court Administrator

Enclosure: Request for Proposal

First Judicial District of the Commonwealth of Pennsylvania

Request for Proposal

for

Professional Services Contract

for

Electronic Tracking Services & Equipment

Procurement Unit

December 10, 2015

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A. Background

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 on probation, parole, or pretrial supervision. The FJD is issuing this Request for Proposals to seek one or two Vendors to provide electronic tracking services and equipment for RF, GPS, and alcohol monitoring systems to monitor and/or track offenders that have varied supervision requirements under the FJD’s authority. Currently, the FJD utilizes approximately 600 RF units (landline) to support the above programs on a daily basis. The selected Vendor(s) 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 will require a minimum of 600 wireless and/or GPS units and as many as 1,500 wireless and/or GPS units. The FJD will require 50-100 landline units for use when cellular technology is unavailable in certain geographic locations. The FJD will require the new system to be able to monitor an alcohol monitoring system with units to be purchased and/or leased under a separate agreement.

B. Scope of Task

The FJD desires to engage a Vendor to provide Electronic Tracking Services and Equipment. The FJD estimates the need to supervise approximately fifty thousand (50,000) for the upcoming year. 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 and unused 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 deliver, install, and ensure the initial proper functioning of all components of the monitoring system.
- 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(s) must be capable of providing both an on-premises [installed at a FJD-designated facility in FJD office(s)] OR an off-premises (at a Vendor-maintained facility) central monitoring station. The Vendor(s) should submit proposals for both options.

2. Central Monitoring Station Requirements (On-Premises)

- A Server with the following:
 - Central Processing Unit (dual CPU)
 - High volume storage medium such as a hard drive or similar technology
 - TCP/IP network capability and accessibility for a minimum of 1000 users.
 - LAN (Local Area Network) connectivity for 7 PCs as described in section 2.3.2
 - Redundant power supplies
 - Rack Mount
 - Ownership to pass to the FJD after acceptance
- Seven (7) complete PCs with the following:
 - CPU
 - Flat screen monitor of at least 23" diagonal measurement with necessary cables
 - Keyboard and mouse with necessary cables
 - Windows operating system – Windows 7 or higher.
- An on-premises central monitoring station must include one (1) high-volume color printer and one (1) backup printer, with necessary cables, to print reports and alerts, for which the Vendor(s) will provide ink for the duration of the contract.

- An on-premises central monitoring station must include an uninterruptible power source for the Enterprise Level Server capable of maintaining a minimum of four (4) hours of backup power in the event of electrical failure.
- An on-premises central monitoring station must include one (1) complete on-premises server (specification above) and one (1) complete off-premises back-up server (specification above) both meeting the specifications listed above to be installed at locations that will be specified by the FJD.

3. **Central Monitoring Station Requirements (Off-Premises)**

- The Vendor(s) must establish a central monitoring station at the Vendor(s) location with a dedicated server (See specifications above)
- An off-premises central monitoring station must include a disaster recovery solution to ensure the prevention of data loss in the event of natural disaster, electrical or equipment failure. **The Vendor(s) must provide a copy of their disaster recovery solution.**
- An off-premises central monitoring station must maintain a fail-safe facility a minimum of sixty (60) miles from the primary facility that can be used in the case of a catastrophic event at the primary location.
- An off-premises central monitoring station must be capable of receiving outage notifications from cellular service providers. **The Vendor must describe the notification process (es) it utilizes.**
- An off-premises central monitoring station must be staffed twenty-four (24) hours per day.
- An off-premises central monitoring station must meet all applicable federal, state and local regulations (e.g., building, fire and life safety codes).
- An off-premises central monitoring station must prevent unauthorized access to subject information.
- An off-premises central monitoring station must provide for the archiving of all monitoring data and must also ensure that this data is available online, DVD, or in print.
- The Vendor(s) must detail the security safeguards established to prevent unauthorized access to monitoring data inside the off-premises monitoring facility, including how Vendor(s) employees and/or other staff will be monitored. **The Vendor(s) must detail how the company determines which personnel shall have such authorization.**

4. **Electronic Monitoring Software Requirements**

- All electronic monitoring software – including all operating system and monitoring software – must be the latest versions compatible with the current version of the Windows XP or higher operating system in use by the FJD, and must be in a format that does not require installation on FJD computers.
- All electronic monitoring software must include licensing agreements provided by the Vendor(s) which must be non-exclusive and paid in full.

- All electronic monitoring software must include upgrades to the latest versions throughout the contract period. The Vendor(s) must provide FJD personnel at least two (2) weeks advance notice of any system upgrade or change to be made remotely by the Vendor(s). Any system disruptions caused by changes made without advance notification may result in liquidated damages.
- All electronic monitoring software must be secure and configured to prevent unauthorized access. **The Vendor(s) must submit a flow chart and/or description of the applicable security protocols.**
- All electronic monitoring software must be network capable through TCP/IP and must be accessible to all FJD personnel.
- All electronic monitoring software must be capable of maintaining the accuracy of the FJD's central monitoring station system time to within three (3) minutes of the atomic clock in the National Institute of Standards and Technology in Boulder, Colorado.
- All electronic monitoring software must be capable of monitoring and maintaining data on a minimum of 1500 subjects in real-time.
- The electronic monitoring software must be capable of differentiating between categories of subjects (e.g., probationers, parolees).
- All electronic monitoring software must enable FJD personnel to enter, store, edit, and remove any necessary subject identification and curfew data without the assistance or intervention of the Vendor(s).
- All electronic monitoring software must be capable of maintaining a database which assigns a unique identification number to each subject and includes a variety of information fields (e.g., name, race, sex, age, address, offenses, and curfew restrictions).
- The Vendor(s) must, within thirty (30) calendar days of contract award, create and maintain a secure, password -protected database of the FJD's home monitoring systems and contracted equipment (e.g. bracelets, straps, etc.) which must be accessible through the Internet. The database must be in a format acceptable to the FJD and must allow FJD-designated users to search and perform sorts by any field. No record in the database shall be deleted earlier than (a) a date that is three (3) years following final payment from the FJD under the contract; or (b) a date specified by law. An electronic file record in Microsoft Excel 97-2003 shall be provided to the FJD upon request of the Contract Manager. Failure to maintain the database will be grounds for non-payment of invoices and possible contract termination.
 - The fields in the database shall be as follows:
 - Subject name (last and first)
 - PP #
 - Date of Birth
 - Docket Number(s)
 - Subject address

- Subject Phone number
 - Subject Alternate number
 - Work address
 - Work phone number
 - Date ordered to electronic monitoring
 - Supervision type (e.g., probation, parole, pre-trial)
 - Special conditions/needs
 - Pretrial Officer or Probation/Parole Officer Name
 - Pretrial/Probation Officer's Supervisor's Name
 - Pretrial/Probation Officer's Supervisor's number
 - Date of installation
 - Location of installation
 - Installed by
 - Date of activation
 - Activated by
 - Date of deactivation
 - Deactivated by
 - Reason for deactivation
 - Date retrieved
 - Retrieved by
 - Field or Office retrieval
 - Equipment retrieved (Tx, GPS, FMD)
 - Equipment damaged (Y/N)
 - Date returned to inventory
 - Returned to inventory by
 - Equipment item serial number (*)
 - Equipment status (e.g., active, returned) (*)
 - System type (e.g., RF, active or passive GPS) (*)
 - Purchase Order/Billing Account Number (*)
 - Cost per unit (*)
 - Number of days active during month (*)
 - Number of days active (total) (*)
 - Total Monthly charges (*)
 - Invoice Number and Date (*)
 - Comments
- Data in columns marked (*) shall be provided by the Vendor; data for all other columns shall be entered by FJD personnel
 - The database shall be kept current with updates made each time a service is added, changed, or terminated. The Vendor(s) must make updates no later than the end of the next business day following service addition/change/deletion.
 - All electronic monitoring software must enable FJD personnel to submit and view,

over an encrypted channel, personal information about a subject including name, address, telephone number, offender type, distinguishing features, and alert information.

- The system must be capable of storing subject advisory information (e.g., vicious dog on premises, assault history, and weapons history) and must be able to display a related text alert on the main offender detail screen.
- The RF electronic monitoring system equipment must be capable of storing, linking and displaying digital subject photographs for each record in the database. The Vendor(s) must provide and maintain all necessary hardware (e.g., camera and software) to capture and integrate the photographs.
- The system must be capable of transmitting subject photographs and any other fields in the database by e-mail, fax or printer.
- All electronic monitoring software must enable FJD personnel to create, edit, and delete scheduling information and to note the reasons for scheduling changes.
- All electronic monitoring software must enable FJD personnel to determine which violations or events are to be reported, and to whom and by what means they are to be reported.
- All electronic monitoring software must be capable of issuing an alarm to FJD personnel of any subject's violation of the terms of the monitoring program. The system must be capable of sending alarms directly to the central monitoring station, and also to alpha-numeric pagers, email addresses, fax machines, personal digital assistants, and Smartphones. The option must exist for such notification to be time window programmable (e.g. alarms will only be sent between 6:00 am to 1:00 am) or reported once a day for the entire day.
- FJD personnel must be able to establish and modify violation and notification priorities and procedures.
- The system must be capable of recording and printing to a printer the name of the subject and the nature and date and time of the event/alert.
- All electronic monitoring software must provide a centralized view through which all alerts can be received, prioritized, and responded to by FJD personnel.
- All electronic monitoring software must contain a field that enables FJD personnel to enter alert response data, including any comments regarding the resolution of alerts.
- All electronic monitoring software must enable FJD personnel to produce a variety of reports on subjects being monitored. **The Vendor(s) must submit examples of the types of reports available.**
- All electronic monitoring software must utilize a single common exportable format (e.g., SPSS, MS Access, MS Excel) to enable FJD personnel to import/export data from all available fields.
- All electronic monitoring software must be capable of providing, on demand

through a secure user interface, access to subject activity reports covering a specified time period.

- All electronic monitoring software must be capable of providing, on demand through a secure user interface, access to subject alert reports covering a specified time period.
- All electronic monitoring software must be capable of providing, on demand through a secure user interface, access to subject demographic reports.
- All electronic monitoring software must be capable of providing, on demand through a secure user interface, access to subject criteria reports.
- All electronic monitoring software must be capable of providing, on demand through a secure user interface, access to crime mapping reports relating to subjects in specified zip codes during specified time periods.
- All electronic monitoring software must be capable of providing, on demand through a secure user interface, access to population reports.
- All electronic monitoring software must be capable of providing, on demand through a user interface, reports of subjects in active status by quantity per specified time period, and by number of days for specified subjects.
- All electronic monitoring software must be capable of providing, on demand through a user interface, ad hoc reports with user-defined fields containing any and all data captured in the database in any desired arrangement of fields utilizing any filters appropriate to screen out unwanted information. This capability must be network accessible for all designated users and employ a user-friendly interface requiring no technical skills.
- All electronic monitoring software must include an inventory feature that is fully searchable.
- All electronic monitoring software must include an inventory feature that enables FJD personnel to track all equipment usage: by subject name, duration of use, and for specified time periods.
- All electronic monitoring software must include an inventory feature that enables FJD personnel to track equipment that has been returned for service.
- All electronic monitoring software must include an inventory feature that enables FJD personnel to distinguish between equipment in use, equipment in inventory, and equipment returned for service.
- All electronic monitoring software must include an inventory feature that enables FJD personnel to create exception reports that compare the physical inventory to the inventory listed in the database.
- All electronic monitoring software must include an inventory feature that will interface with a bar code device (or equivalent) to enable automated entry and inventorying of equipment. The Vendor(s) must provide and maintain the equipment required for this purpose.

- GPS monitoring software must enable FJD personnel to group and individually configure inclusion and exclusion zones, and to create, edit, and delete scheduling information, including reasons for scheduling entries.
- GPS monitoring software must include the most recent versions of mapping software. Mapping software must be updated throughout the contract period and the application's mapping function must not be solely dependent on internet-based maps.
- GPS monitoring software must display every GPS point recorded for each subject with date, time, and speed notations for each point.
- GPS monitoring software must display street names and must enable FJD personnel to easily determine the approximate addresses associated with GPS points.
- GPS monitoring software must include 2D and 3D views.
- GPS monitoring software must include such features as zoom in, zoom out, and drag to pan.
- GPS monitoring software must enable FJD personnel to view a history of GPS points for a subject, and must include an in-motion view with play, pause, fast forward and rewind capability.

5. RF Monitoring System Home Monitoring System Requirements

- The Vendor(s) must be capable of providing both landline and cellular based on-premises RF units.
- The RF electronic monitoring system equipment provided by the Vendor(s) must be configured to permit expansion as may be necessary.
- The RF electronic monitoring system equipment provided by the Vendor(s) must have hardware and software security features sufficient to prevent tampering and to allow access only by authorized FJD personnel.
- The RF electronic monitoring system individual in-home devices must be capable of uniquely identifying only the subject associated with the device.
- The RF electronic monitoring system equipment must be remotely adjustable from the central monitoring station and must include 2 or more varying range settings, one of which should include a range under 100 feet.
- The RF electronic monitoring system equipment must be capable of polling all subjects at least every four (4) hours.
- The RF electronic monitoring system equipment must be capable of manual and automated polling verification twenty-four hours per day, seven days per week.
- The RF electronic monitoring system equipment assigned to each subject must operate reliably within normal residential structures without interference from another nearby units, common radio transmission devices, or appliances.
- The Vendor(s) must provide, at no additional charge, a replacement unit inventory of twenty (20) percent of the total number of active units calculated on a quarterly

basis for the period of the contract.

- The RF electronic monitoring system transmitting unit must be capable of being worn on the subject's ankle.
- The RF electronic monitoring system transmitting unit must be capable of being easily attached and removed by FJD personnel in less than ten (10) minutes.
- The RF electronic monitoring system transmitting unit must be capable of detecting and reporting tampering, cutting and removal.
- The RF electronic monitoring system transmitting unit must contain a pre-programmed or agency programmable identity code or other such identity capability which is unique to the subject wearing the device.
- The RF electronic monitoring system transmitting unit, if electronic in nature, must be shock and water-resistant. **The Vendor(s) must provide specifications relative to shock and water resistance.**
- The RF electronic monitoring system transmitting unit, if battery operated, must be capable of operating for at least twelve (12) months without recharge or replacement.
- The RF electronic monitoring system transmitting unit must be lightweight. **The Vendor(s) must specify the weight of the unit.**
- The RF electronic monitoring system transmitting unit must be hypo-allergenic and easily sanitized.
- The RF electronic monitoring system transmitting unit must have a strap replacement option.
- The RF electronic monitoring system transmitting unit must emit a signal to the receiving unit at least once every thirty (30) seconds.
- The RF electronic monitoring system transmitting unit must transmit a radio signal unique to the subject wearing it.
- The RF electronic monitoring system transmitting unit must be capable of reporting low battery status to the monitoring center.
- The RF electronic monitoring system receiving unit must recognize and verify only the on-person transmitting unit for which it has been programmed.
- The RF electronic monitoring system receiving unit must enable FJD personnel to remotely adjust the monitoring range and curfew settings through the central monitoring station.
- The RF electronic monitoring system receiving unit must have a large message buffer. (Specify capable size no less than 4,500).
- The RF electronic monitoring system receiving unit, if electrical, must operate on normal household current using normal home electrical outlets.
- The RF electronic monitoring system receiving unit, if electrical, must have at least a forty-eight (48) hour battery backup feature.
- The RF electronic monitoring system receiving unit must be capable of detecting

and reporting its low battery status to the central monitoring station.

- The RF electronic monitoring system receiving unit must be capable of resisting tampering or disassembly by unauthorized personnel and must send an alert to the central monitoring station if tampering is detected.
- The RF electronic monitoring system receiving unit must be capable of detecting and reporting (with date and time stamp) to the central monitoring station user-defined events on a periodic, real-time, or on-demand basis.
- The RF electronic monitoring system receiving unit must be capable of detecting and reporting the arrival of the transmitting unit within range of the receiving unit.
- The RF electronic monitoring system receiving unit must be capable of detecting and reporting the departure of the transmitting unit from the range of the receiving unit based upon a preset, but adjustable, time interval.
- The RF electronic monitoring system receiving unit must be capable of detecting and reporting the cutting or removal of the transmitting unit's attachment strap.
- The landline-based RF electronic monitoring system receiving unit must be capable of data transmission on common household phone lines (e.g., POTS, VOIP, DSL) and must connect through a standard RJ-11 jack.
- The landline-based RF electronic monitoring system receiving unit must be capable of verifying that the unit is connected to the assigned telephone number and must be able to detect call forwarding.
- The landline-based RF electronic monitoring system receiving unit must be capable of detecting and reporting the loss or restoration of 110 volt AC power.
- The landline-based RF electronic monitoring system receiving unit must be capable of detecting and reporting the disconnection and restoration of telephone service.
- The landline-based RF electronic monitoring system receiving unit must be capable of dialing long distance and 1-800 exchanges.
- The cellular-based RF electronic monitoring system receiving unit must be equipped with a visual signal capable of displaying power supply, cellular signal, and data transfer status.
- The cellular-based RF electronic monitoring system receiving unit must be configured to call out only to the central monitoring station and must not function as a normal cellular telephone.
- The cellular-based RF electronic monitoring system receiving unit must be configured to utilize a minimum of two cellular networks. The cellular home receiving unit must be able to operate on either network depending on cellular signal availability. **The Vendor(s) must provide the names and coverage areas for the included providers.**
- The cellular-based RF electronic monitoring system receiving unit must have the ability to roam on cellular networks other than that of the primary cellular service provider.

- The cellular-based RF electronic monitoring system receiving unit must enable FJD personnel to communicate with the subject through the unit (e.g., by voice, tone, vibration, LED, LCD). **The Vendor(s) must provide a description of the communication feature.**
- RF electronic monitoring system receiving units that utilize dual telephone technology (landline and cellular) must satisfy all of the requirements for one or both types of equipment.

6. RF Monitoring System Drive-By Monitoring System Requirements

- The RF drive-by monitoring system equipment must enable FJD personnel to determine whether a subject wearing monitoring equipment is in the area and must display the identification information (e.g., subject name, equipment number) associated with that equipment.
- The RF drive-by monitoring system equipment must have an adjustable sensitivity control capable of adjusting the sensitivity range of the unit from less than 75 feet to at least 300 feet.
- The RF portable drive-by monitoring system equipment must be capable of operating from an internal rechargeable battery for a minimum of 10 hours and must also be capable of being powered from both a vehicle's 12V cigarette lighter adapter and 110V AC.
- The drive-by monitoring system equipment must be equipped with a portable (rubber duck) and magnetic mount rooftop antenna for in-vehicle use.
- The RF drive-by monitoring system equipment must have a 200 event non-volatile memory that will time stamp the last 200 transmission signals, and must be capable of downloading this information to a standard personal computer using a Microsoft Windows operating system.
- The RF drive-by monitoring system equipment must enable FJD personnel to interface downloaded data from the monitoring unit with the electronic tracking database to print a report containing the transmitting unit's identification number, the subject's name and the date and time detected.
- The RF drive-by monitoring system equipment must be capable of collecting and reporting tampering and low battery conditions of the anklets it reads.

7. RF Monitoring System Group Monitoring System Requirements

- The RF group monitoring system equipment must enable FJD personnel to add, edit, and delete group member entries in the group monitoring system.
- The RF group monitoring system equipment must have a rechargeable battery, with a minimum of 18 hours of battery life.
- The RF group monitoring system equipment must have a memory buffer capable of holding a minimum of 1500 messages.
- The RF group monitoring system equipment must be capable of data transmission on common household phone lines (e.g., POTS, VOIP, and DSL) and must connect

through a standard RJ-11 jack or be cellular based.

- The RF group monitoring system must be capable of tracking up to 300 RFID tags.
- The RF group monitoring system equipment must be capable of producing a time-stamped log of user-designated events.
- The RF group monitoring system equipment must be capable of defining the group in advance or on the fly.

8. **GPS Tracking System One-Piece Transmitter/Receiver Unit Requirements**

- The Vendor(s) must provide all required straps, batteries, hardware and tools at no additional charge. Straps, batteries, and hardware may not be re-used.
- The Vendor(s) must describe the GPS format used: assisted, autonomous, or hybrid.
- The GPS unit must be capable of operating in active, passive and hybrid modes.
- The GPS unit must be capable of being worn on the subject's ankle.
- The GPS unit must be lightweight and small. **The Vendor(s) must provide size and weight specifications.**
- The GPS unit must be sealed and water resistant. **The Vendor(s) must provide the depth of water resistance.**
- The GPS unit must be hypoallergenic and must not pose a safety risk or hazard to the subject wearing the unit.
- The GPS unit must be durable and shock-proof. **The Vendor(s) must provide resistance specifications.**
- The GPS unit must be configured to utilize one of two or more cellular networks and the Vendor(s) must provide the names and coverage areas for the included providers.
- The GPS unit must have the ability to roam on cellular networks other than that of the primary cellular service provider.
- The GPS unit must be capable of detecting and reporting physical tampering with the unit casing.
- The GPS unit must have a rechargeable battery that operates on a standard 110 v household circuit.
- The GPS unit must be capable of being easily attached and removed by FJD personnel in less than ten (10) minutes.
- The GPS unit must enable FJD personnel to communicate with the subject through the unit (e.g., by voice, tone, vibration, LED, LCD). **The Vendor(s) must provide a description of the communication feature.**
- The GPS unit must have a rechargeable battery capable of maintaining a charge for a minimum of 16 hours.
- The GPS unit must have a backup location system in the event a GPS signal is not present.
- The GPS unit must be capable of accurately restricting a subject to the home within

a range of 75 to 150 feet. The same unit must be capable of reporting the location of a subject outside the home.

- The GPS unit must contain an internal clock that is accurate and automatically set with periodic time checking to verify accuracy. **The Vendor(s) must describe the clock setting and time checking features.**
- The GPS unit must be capable of connecting to the host computer through a cellular network.
- The GPS unit must be capable of collecting location points at a frequency of at least once every minute.
- The GPS unit must be capable of detecting and reporting (with date and time stamp) to the central monitoring station certain events on a user-defined or on-demand basis.
- The GPS unit should have an optional beacon device that must be capable of resisting tampering or disassembly by unauthorized personnel and must send an alert to the central monitoring station if tampering is detected.
- The GPS unit must be capable of detecting and reporting strap tampering (removal)
- The GPS unit must be capable of detecting and reporting strap tampering (cut)
- The GPS unit must be capable of detecting and reporting a low battery condition.
- The GPS unit must be capable of detecting and reporting location points.
- The GPS unit must be capable of detecting and reporting location verification failure (no GPS) within a user-designated time frame.
- The GPS unit must be capable of detecting and reporting exclusion zone violations.
- The GPS unit must be capable of detecting and reporting inclusion zone violations.
- The GPS unit must be capable of detecting when cellular coverage is not available and reporting status when service is restored
- The GPS unit must be capable of detecting and reporting when a subject leaves or returns to his or her residence.

9. Alcohol Monitoring System

- The Vendor(s) must provide all required straps, batteries, hardware and tools at no additional charge. Straps, batteries, and hardware may not be re-used.
- The Vendor(s) must describe the Sobrieter format used: assisted, autonomous, or hybrid.
- The alcohol monitoring system must be capable of operating in active, passive and hybrid modes.
- The alcohol monitoring system must be capable of being coupled with RF or GPS monitoring via an ankle worn device.
- The alcohol monitoring system must be lightweight and small. **The Vendor(s) must provide size and weight specifications.**
- The alcohol monitoring system must be sealed and water resistant. **The Vendor(s) must provide the depth of water resistance.**

- The alcohol monitoring system must be hypoallergenic and must not pose a safety risk or hazard to the subject wearing the unit.
- The alcohol monitoring system must be durable and shock-proof. **The Vendor(s) must provide resistance specifications.**
- The alcohol monitoring system must be configured to utilize one of two or more cellular networks (if cellular/GPS based) and the Vendor(s) must provide the names and coverage areas for the included providers
- The alcohol monitoring system must have the ability to roam on cellular networks (if cellular or GPS based) other than that of the primary cellular service provider.
- The alcohol monitoring system must be capable of detecting and reporting physical tampering with the unit casing.
- The alcohol monitoring system must have a rechargeable battery that operates on a standard 110 v household circuit.
- The alcohol monitoring system must be capable of being easily attached, set-up, and removed by FJD personnel in less than ten (30) minutes.
- The alcohol monitoring system must enable FJD personnel to communicate with the subject through the unit (e.g., by voice, tone, vibration, LED, LCD). **The Vendor(s) must provide a description of the communication feature.**
- The alcohol monitoring system must have a rechargeable battery capable of maintaining a charge for a minimum of 16 hours.
- The alcohol monitoring system must be capable of accurately restricting a subject to the home within a range of 75 to 150 feet. The same unit must be capable of reporting the location of a subject outside the home.
- The alcohol monitoring system must contain an internal clock that is accurate and automatically set with periodic time checking to verify accuracy. **The Vendor(s) must describe the clock setting and time checking features.**
- The alcohol monitoring system must be capable of connecting to the host computer through a cellular network or land-line
- The alcohol monitoring system must be capable of detecting and reporting (with date and time stamp) to the central monitoring station certain events on a user-defined or on-demand basis.
- The alcohol monitoring system must be capable of detecting and reporting strap tampering (removal)
- The alcohol monitoring system must be capable of detecting and reporting strap tampering (cut)
- The alcohol monitoring system must be capable of detecting and reporting a low battery condition
- The alcohol monitoring system (if cellular/GPS based) must be capable of detecting when cellular coverage is not available and reporting status when service is restored

- The alcohol monitoring system must be capable of detecting and reporting when a subject leaves or returns to his or her residence.

10. 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.
- The FJD will make all reasonable efforts to prevent the theft or loss of, or damage to the Vendor(s) equipment. However, the FJD will not be responsible for any equipment lost, stolen or damaged. **The Vendor(s) must provide a description of the technology and procedures established for locating lost GPS units.**
- In the event that any of the equipment or software 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(s) must provide a toll free, twenty-four (24) hour accessible telephone number for use by FJD personnel to contact engineering and/or repair personnel to troubleshoot malfunctions and discuss other issues relating to the operation of the monitoring 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).

11. 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 or training sufficient 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.

12. 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.

13. 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.

14. 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. Additional Requirements

The selected Vendor(s) must provide the following deliverables to the FJD, rendered in a form and quantity acceptable to the FJD:

Items are categorized by project phase. Deliverable Expected Completion Dates are specified as Notice to Proceed + Day(s) (e.g. NTP + 60 Days). Days are business days (excluding holidays, weekends, etc.) unless otherwise indicated.

Phase	Deliverable Number	Description	Item	Due Date
Initial				
	1	On site central monitoring station delivered, installed, configured and operational.	2.3	NTP +60
	2	Off site server installed, configured, tested and confirmed operational.	2.4	NTP +60
	3	Inventory Hardware and Software installed configured and operational.	2.5.34 through 2.5.40	NTP +60
	4	On site digital camera hardware and software delivered, installed, configured and operational.	2.15.15	NTP +60
	5	For non-incumbent - changeover from previous vendor arranged and completed.	2.2.8	NTP +60
	6	With vendor assistance all RF monitoring hardware delivered and installed on current offenders.	2.6	NTP +60
	7	All Drive-by equipment hardware and software will be delivered, installed, configured and operational.	2.7	NTP +60
	8	All accessory equipment delivered, installed, configured and operational	2.2.14	NTP + 60
	9	With vendor assistance all Group Monitoring hardware delivered and installed.	2.8	NTP +60
	10	With vendor assistance all GPS monitoring hardware delivered and installed on current offenders.	2.9	NTP +60
	11	All tools and hardware required for the installation, adjustment and removal of all equipment provided.	2.2.6	NTP +60
	12	Electronic Monitoring software delivered, configured and operational.	2.5	NTP +60
	13	Complete on-site training on the operation of the Central Monitoring Station Hardware and Software completed.	2.11.1	NTP+90
	14	Complete on-site training on the installation and operation of all electronic tracking equipment completed.	2.11.2	NTP+90
	15	Complete on-site training on the inventory hardware and software. Including equipment returns and ordering procedures completed	2.11.4	NTP+90

	16	Complete on-site training on billing procedures.	2.11.5	NTP+90
	17	Provide all users manuals and white papers for all equipment and software.	2.11.6	NTP+90
	18	All report features configured with user interfaces installed, configured and operational.	2.5.24 through 2.5.33	NTP + 90
Term of Contract				
	19	Replacement of Lost, Stolen or damaged software or hardware replaced.	2.10.3	24 hour from notification
	20	Ink/Toner for Printers provided	2.3.11	5 working days from notification
	21	Any equipment or software in this procurement in need of maintenance, servicing, repaired or replaced	2.10.1 2.10.5	5 workdays from notification
	22	Advance notice given of any system upgrades or changes provided	2.5.3	2 weeks notification prior

Service Criticality and Priority levels shall be determined by the FJD Project Manager using the definitions contained in the following table.

Level 1	Category	Respond Time	Resolution Time	Business and Financial Exposure	Work Outage	Clients Affected
5	Critical	1 Hour or less	Within 2 hours	The issue creates a serious business, financial or public safety exposure	The issue causes the systems or clients to be unable to work, or be unable to work or perform some <i>significant</i> portion of their job	The issue affects a number of clients, high profile clients (i.e. executive management, and critical systems)
4	Emergency	2 Hours or less	Within 4 hours	The issue creates a serious business, financial or public safety exposure	The issue causes the systems or clients to be unable to work, or be unable to work or perform some <i>significant</i> portion of their job.	The issue affects a number of clients, high profile clients (i.e. executive management, and critical systems)
3	Urgent	8 Hours or less	By next business day (within 24 hours)	The issue creates a serious business, financial or public safety exposure	The issue causes the systems or clients to be unable to work, or be unable to work or perform some portion of their job.	The issue affects a number of clients, high profile clients (i.e., executive management, and critical systems)
2	Routine	7 Days or less	Within 1 week	The issue creates a low business risk, financial public safety exposure	The issue causes the client to be unable to perform some small portion of their job, but there are still able to complete	The issue affects a number of clients

					most other tasks. This may also include questions and requests for information.	
1	Low	30 Days or less	As agreed by Project Manager	The issue creates a very low business risk, financial public safety exposure	The issue is typically a request for service with ample lead time. This may also include questions and requests for information.	The issue affects a number of clients or individuals

Failure to meet any of the SLAs in this table will result in the Vendor(s) forfeiting all or a portion of the monthly leasing, support and maintenance fees that the FJD Project Manager determines is equal to the lack of service experienced.

D. 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

E. 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, resumes 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.

F. 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.

G. 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.